RESOLUTION NO. _2014-63_

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY OF HIALEAH, TO EXECUTE AN INSTALLMENT PAYMENT AGREEMENT WITH EVERBANK COMMERCIAL FINANCE, INC. TO FINANCE THE PURCHASE OF SOFTWARE PRODUCTS AND SERVICES AS SET FORTH IN THE LICENSE AGREEMENT WITH INFOR PUBLIC SECTOR, INC. AND THE MASTER SERVICES AGREEMENT WITH AVAAP USA INC., A COPY OF THE INSTALLMENT PAYMENT AGREEMENT IS ATTACHED HERETO AS "EXHIBIT 1", AND TO EXECUTE ANY OTHER CONTRACTS, AGREEMENTS OR DOCUMENTS NECESSARY TO GIVE EFFECT TO THE INTENT OF THE PARTIES AS SET FORTH IN THE INSTALLMENT PAYMENT AGREEMENT.

WHEREAS, purchase of the products and services will increase efficiency, reduce errors and time delays and update the technology used to administer the City's payments system, including payroll, and other workforce management systems; and

WHEREAS, the installment payment agreement negotiated with EverBank Commercial Finance, Inc. allows the City to purchase the goods and services under favorable financing terms that require the allocation of funds across fiscal years according to the payment schedule and avoid a lump sum disbursement.
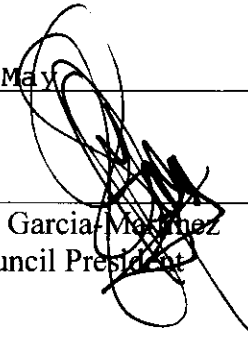
NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1:   The foregoing facts and recitations contained in the preamble to this

resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2:   The City of Hialeah, Florida hereby authorizes the Mayor and the City

Clerk, as attesting witness, on behalf of the City of Hialeah, to execute an installment payment

agreement with EverBank Commercial Finance, Inc. to finance the purchase of software
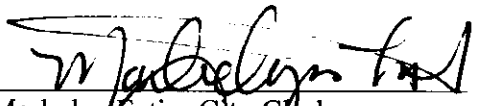
products and services as set forth in the license agreement with Infor Public Sector, Inc. and the master services agreement with Avaap Usa Inc. and to execute any other contracts, agreements or documents necessary to give effect to the intent of the parties as set forth in the installment payment agreement.

PASSED and ADOPTED this __27day of _____May_____, 2014.

_____
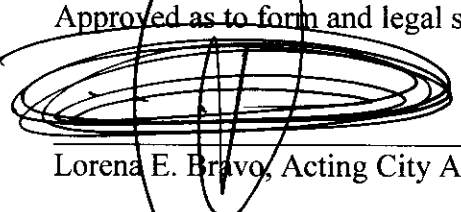Isis Garcia-Martinez
Council President

Attest:

Approved on this 30 day of __May__, 2014.

_____
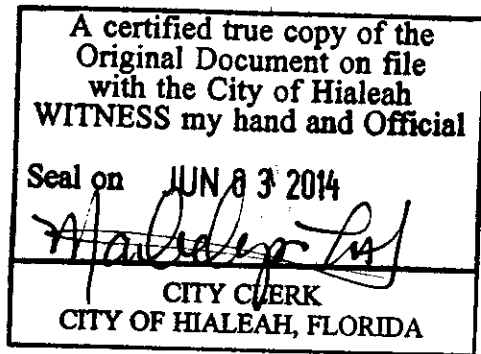Marbelys Fatjo, City Clerk

_____
Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

_____
Lorena E. Bravo, Acting City Attorney

Resolution was adopted by a unanimous vote with Councilmembers, Caragol, Casáls-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".

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RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY OF HIALEAH, TO EXECUTE AN INSTALLMENT PAYMENT AGREEMENT WITH EVERBANK COMMERCIAL FINANCE, INC. TO FINANCE THE PURCHASE OF SOFTWARE PRODUCTS AND SERVICES AS SET FORTH IN THE LICENSE AGREEMENT WITH INFOR PUBLIC SECTOR, INC. AND THE MASTER SERVICES AGREEMENT WITH AVAAP USA INC., A COPY OF THE INSTALLMENT PAYMENT AGREEMENT IS ATTACHED HERETO AS "EXHIBIT 1", AND TO EXECUTE ANY OTHER CONTRACTS, AGREEMENTS OR DOCUMENTS NECESSARY TO GIVE EFFECT TO THE INTENT OF THE PARTIES AS SET FORTH IN THE INSTALLMENT PAYMENT AGREEMENT.

WHEREAS, purchase of the products and services will increase efficiency, reduce errors and time delays and update the technology used to administer the City's payments system, including payroll, and other workforce management systems; and

WHEREAS, the installment payment agreement negotiated with EverBank Commercial Finance, Inc. allows the City to purchase the goods and services under favorable financing terms that require the allocation of funds across fiscal years according to the payment schedule and avoid a lump sum disbursement.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City of Hialeah, to execute an installment payment agreement with EverBank Commercial Finance, Inc. to finance the purchase of software

products and services as set forth in the license agreement with Infor Public Sector, Inc. and the master services agreement with Avaap Usa Inc. and to execute any other contracts, agreements or documents necessary to give effect to the intent of the parties as set forth in the installment payment agreement.

PASSED and ADOPTED this _27_day of _____May_____, 2014.

_____
Isis Garcia-Martinez
Council President

Attest:

_____
Marbelys Fatjo, City Clerk

Approved on this _30_day of ___May___, 2014.

_____
Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

_____
Lorena E. Bravo, Acting City Attorney

Resolution was adopted by a unanimous vote with Councilmembers, Caragol, Casáls-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".

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INSTALLMENT PAYMENT AGREEMENT

EverBank

COMMERCIAL FINANCE*

Questions or need assistance? Call 1-866-550-8795

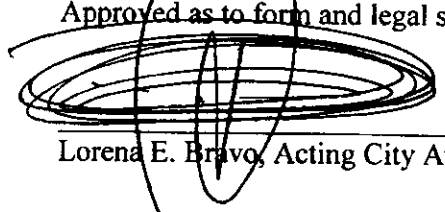| Installment Payment Agreement Number: 20154395			
	EverBank Commercial Finance, Inc. 10 Waterview Boulevard Parsippany, NJ 07054		Fax: 866-329-8795
CUSTOMER	CUSTOMER Name (Full Legal Name) CITY OF HIALEAH, FLORIDA		Federal Tax ID Number 59-6000335
	Street Address/City/County/State/Zip 501 PALM AVENUE, HIALEAH, MIAMI-DADE, FL, 33010		
	Billing Contact Ricardo Suarez, CIO		Phone Number (305) 883-8051
	Effective Date 5/15/2014		Email/in lieu of Fax Number rsuarez@hialeahfl.gov
LICENSOR	Name INFOR PUBLIC SECTOR , INC.,		
SOFTWARE DESCRIPTION	Infor software as provided under the order form with an effective date of MAY _15_ 2014. Avaap services as described in the Statement of Work dated MAY _15_ , 2014.		
TERM AND PAYMENT SCHEDULE	IPA Term (months): 36 months	IPA Quarterly Payments: 12 @ $93,800.00	Customer agrees to pay at the time of signing this IPA: Total Number of Advances: Zero (0) (Months) Total Advance IPA Payment: $0.00 One-Time Documentation Fee = $0.00
	First Payment Due Date: October 15, 2014		Total Due = $0.00

THIS INSTALLMENT PAYMENT AGREEMENT (the "IPA") is made as of the Effective Date set forth above, by and between the Customer named above ("Customer") and **EverBank Commercial Finance, Inc.** ("ECF") with respect to the following facts: Customer and Licensor are entering into the license agreement (the "**License Agreement**") in connection with the licensing of certain software products (the "**Software**") to Customer as specified on the product license contained in the software packaging and described above. The Software will be delivered to Customer by INFOR PUBLIC SECTOR , INC., an authorized supplier of Licensor or authorized reseller ("**Supplier**"). In lieu of making a direct payment to the Supplier for the software license fee (plus taxes and other fees) (collectively, the "**Fees**") for the Software, and subject to the terms of this IPA, Supplier and Customer have agreed that ECF shall make such payment to Supplier and Customer shall make installment payments ("**Installment Payments**" or "**IPA Payments**") to ECF as set forth herein, and that by paying the Installment Payments in full, Customer will satisfy the obligation to Supplier to pay the Fees. Customer acknowledges and agrees that the sum of the Installment Payments may exceed the Fees.   Except as provided under this IPA, Customer's rights and remedies against Licensor under the License Agreement, including Licensor's warranty provision, shall not be affected.

1.   **PAYMENT SCHEDULE.** In consideration of Licensor entering into the License Agreement, Supplier's role in delivering the Software, and ECF's extending credit hereunder, Customer irrevocably promises to pay the Installment Payments to ECF on order in accordance with the payment terms set forth above, with each Installment Payment due and payable on the applicable due date as invoiced by ECF. The IPA Payment is subject to change if the Effective Date occurs 30 days or more after the date ECF approved Your application for this IPA and the yield on US Treasury Notes that most closely matures three years after the IPA approval date (as published by the US Federal Reserve Bank) increases by twenty five basis points or more during that 30 day period. An Advance IPA Payment shall be applied as the first Installment Payment under this IPA; if more than one Advance Payment is made by Customer, the second (and any other Advance Payment) shall be applied to Installment Payments in inverse order of their maturity.   If full payment of each Installment Payment is not received by ECF on each due date, Customer agrees to pay ECF the greater of ten percent (10%) of the overdue amount or $20.00 (or such lesser rate as is the maximum rate allowable under Applicable Law.) Customer acknowledges and agrees that the software license fee was fully earned by Licensor and Supplier when the Software was delivered; provided, however, that the Customer may still pursue any warranty claims against Licensor (but not against ECF or any Assignee (as defined in Section 2 below)) in accordance with the terms and conditions of the License Agreement. As a result, **Customer's obligation to remit Installment Payments to ECF or any Assignee as set forth herein shall be absolute, unconditional, noncancellable and nonrefundable, and shall not be subject to any of the following (collectively, "Claims"): any abatement, set-off, recoupment, claim, counterclaim, adjustment, reduction or defense for any reason,** including, but not limited to, any claims that Licensor failed to perform under the Licensor Agreement or termination of the License Agreement.

2.   **ASSIGNMENT.** Customer acknowledges that ECF may sell, assign or transfer its rights and interests in and to this IPA to one or more third-parties ("**Assignee**") without notice to Customer. Assignee shall have and be entitled to exercise any and all rights and remedies of ECF hereunder, and all references herein to ECF shall include Assignee. Customer agrees that upon the written instruction of ECF, payments under this IPA are to be made to Assignee and that Customer shall promptly comply with, and (if requested) acknowledge in writing, such instructions.

3.   **WAIVERS; NO DEFENSES.** Customer agrees that neither ECF nor any Assignee shall assume any of Licensor's obligations to Customer. CUSTOMER SHALL NOT ASSERT AGAINST ECF OR ANY ASSIGNEE ANY CLAIMS THAT CUSTOMER MAY HAVE AGAINST LICENSOR. CUSTOMER WAIVES ALL RIGHTS TO MAKE ANY CLAIM AGAINST ECF OR ANY ASSIGNEE FOR ANY LOSS OR DAMAGE TO THE SOFTWARE OR BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE SOFTWARE AND SERVICE PERFORMANCE, FUNCTIONALITY, FEATURES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF BUSINESS. Customer shall pay ECF or Assignee, as the case may be, all amounts due and payable under this IPA, but shall pursue any claims under the License Agreement against only Licensor. Except as provided for in an Event of Default pursuant to Section 5 below, neither Licensor, ECF, nor any Assignee will interfere with Customer's quiet enjoyment or use of the Software in accordance with the License Agreement's terms and conditions. Customer

Initials:_____

shall not assign or transfer this IPA or permit any lien or encumbrance upon this IPA.

4. DEFAULT. Each of the following events shall constitute an "**Event of Default**": (i) Customer fails to pay when due all or any portion of any Installment Payment or any other amounts payable hereunder; (ii) any representation or warranty made by Customer or any guarantor proves to be false in any material respect when made; (iii) a material breach by Customer of any provision of this IPA (other than a breach covered by (i) above); (iv) Customer or any guarantor shall cease doing business as a going concern or becomes insolvent or makes an assignment for the benefit of creditors, or a trustee or receiver is appointed for Customer, or any guarantor or for a substantial part of its assets, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Customer or any guarantor; or (v) the License Agreement is transferred or assigned by Customer without the prior written consent of ECF.

5. RIGHTS AND REMEDIES. If an Event of Default has occurred, ECF may: (a) declare the following amounts to be immediately due and payable by Customer: (i) all Installment Payments and any other amounts then due plus (ii) the remaining Installment Payments; and (b) pursue any rights or remedies available at law or in equity. In the event ECF shall institute any action for the enforcement of the collection of Installment Payments, there shall be immediately due from Customer, in addition to the amounts due above, all costs and expenses of such action. No failure or delay on the part of ECF to exercise any right or remedy hereunder shall operate as a waiver thereof. All remedies are cumulative and not exclusive. To the extent permitted by law, Customer agrees that neither ECF nor Licensor nor Supplier shall be required to license, lease, transfer or use any Software in mitigation of any damages resulting from Customer's default.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS: Customer acknowledges that (a) it has independently ordered the Software from Supplier based on its own judgment, and expressly disclaims any reliance upon statements made by ECF or any Assignee to Customer, if any, with regard to such Software; and (b) this IPA is separate and distinct from the License Agreement with Licensor, and such License Agreement is not incorporated into nor made a part hereof. Customer represents and warrants that: (i) Customer is in good standing under the laws of the state in which it was organized; (ii) this IPA has been duly authorized by the Customer and constitutes a legal, valid and binding obligation of Customer and is enforceable against Customer in accordance with its terms; (iii) the execution, delivery and performance of this IPA will not violate or create a default under any law (including any applicable usury law), regulation, judgment, order, instrument, agreement or charter related document binding on Customer or its property; (iv) each signatory of this IPA has the authority to bind Customer to this IPA; and (v) any and all information furnished to ECF is and will be true and correct in all material respects and all financial information shall be prepared in accordance with generally accepted accounting principles (GAAP). Customer shall promptly furnish to ECF such financial or other statements regarding the condition and operations of Customer and any guarantor, and information regarding the License Agreement, as ECF may from time to time reasonably request.

7. MISCELLANEOUS. (a) This IPA constitutes the entire agreement regarding the subject matter herein between Customer and ECF and shall supersede any inconsistent terms set forth in the License Agreement and all prior oral and written understandings; (b) THIS IPA, ALL RELATED DOCUMENTS, AND ALL RELATED CONTROVERSIES SHALL BE GOVERNED IN ALL RESPECTS BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO FLORIDA CHOICE OF LAW PRINCIPLES. The parties agree that this IPA shall be treated as though executed and performed in Florida, and that all legal actions relating to this IPA shall be venued exclusively in a state or federal court located in Florida. Each of Customer and ECF hereby consents to the personal jurisdiction of such courts; (c) CUSTOMER AND ECF HEREBY WAIVE TRAIL BY JURY; (d) all notices, requests, demands and other communications shall be delivered by fax or mail to each party at the address as set forth above; (e) in the event of a conflict between the terms of this IPA and the License Agreement, the terms of this IPA shall prevail; (f) if any term, provision, covenant or restriction of this IPA is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this IPA will remain in full force and effect and in no way will be affected, impaired or invalidated; and (g) no term or provision of this IPA may be amended, waived, discharged or terminated except by a written instrument signed by ECF; however, Customer agrees that ECF is authorized, without notice to Customer to supply missing information or correct obvious errors in this IPA. It is the express intent of the parties not to violate any applicable usury laws and any amount deemed to be usurious shall be refunded to Customer. A faxed version of Your signature on this IPA when received by ECF shall be binding upon Customer as if originally signed. **For security purposes and to help the government fight terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or commercial entity that enters into a customer relationship with the financial institution. For this reason, ECF may request the following identifying information: name, address, date of birth. We may also ask other questions or request other documents meant to verify Your individual or commercial identity.**

IN WITNESS WHEREOF, the parties hereto have executed this Installment Payment Agreement as of 26 day of _____May_____, 2014.

EVERBANK COMMERCIAL FINANCE, INC.

By: _____

Name: _____Christine Scaglione_____

Title: _____Senior Account Manager_____

CITY OF HIALEAH, FLORIDA

By:X _____

Name: Mayor Carlos Hernandez

Title: _____

ATTEST: _____

Initials: ___

ADDENDUM TO INSTALLMENT PAYMENT AGREEMENT
Please fax this signed Addendum to 1-866-329-8795

Installment Payment Agreement Number: 20154395

Lessee Name and Address:
CITY OF HIALEAH, FLORIDA, 501 PALM AVENUE, HIALEAH, MIAMI-DADE, FL, 33010

This Addendum is made part of the Installment Payment Agreement referenced above ("**Equipment Lease**") between **EverBank Commercial Finance, Inc.** ("ECF" "We" "Us" and "Our") and **CITY OF HIALEAH, FLORIDA,** ("You" and "Your"). Capitalized terms used but not defined herein are stated in the Installment Payment Agreement..

We agree to permit You to fulfill Your obligations with respect to property insurance covering the Equipment via self-insurance for so long as no material adverse change in Your financial condition occurs after the date hereof and provided that You are not otherwise in default of Your obligations to Us under the Lease. You agree that such insurance will be maintained in the same manner and for the same amounts as Your insurance against such risks with respect to equipment You own and that such self-insurance is consistent with prudent business practices for insuring such risks. If You cease to be self-insured, You agree to inform Us promptly and to immediately obtain property insurance on the Equipment in accordance with Section 4 of the Installment Payment Agreement. You will furnish Us with evidence of such insurance upon Our request and You agree that nothing herein will be deemed to relieve You of Your obligation to maintain public liability and third party property insurance naming Us as an additional insured.

This Addendum supplements and amends the Lease only to the extent and in the manner set forth, and in all other respects, the Lease will remain in full force and effect. **If You transmit this Addendum to Us by fax, the fax version of this Addendum as received by Us will be binding on You as if it were manually signed by You. However, no fax version of this Addendum will become effective and binding against Us unless and until it is signed by Us. We may in Our sole discretion require You to deliver to Us a copy of this Addendum with Your original signature. You agree that the version of this Addendum manually signed by Us shall constitute the original of this Addendum for all purposes.**

EVERBANK COMMERCIAL FINANCE, INC.	CITY OF HIALEAH, FLORIDA
	Customer
	X
Authorized Signature	Authorized Signature
Christine Scaglione	
Print Name and Title Manager	Print Name and Title
	Mayor, Carlos Hernandez
Date	Date 5/28/2014
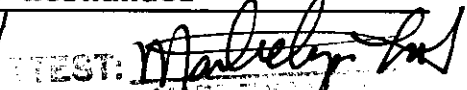
Initials

Installment Payment Agreement, Personal Guaranty, and Delivery and Acceptance Certificate - V9 01012012

Questions or need assistance? Call 1-866-550-8795

AGREEMENT NUMBER: 20154395

CUSTOMER NAME: CITY OF HIALEAH, FLORIDA

CUSTOMER ADDRESS: 501 PALM AVENUE, HIALEAH, FL 33010

This Addendum supplements the provisions of the _Installment Payment_ Agreement identified by the Agreement Number specified above ("**Agreement**"). You and We make this Addendum an integral part of the Agreement. Capitalized terms used in this Addendum that are not defined will have the meanings specified in the Agreement. If there is any conflict between the Agreement and this Addendum, then this Addendum will control and prevail.

1. **Funding Intent.** You reasonably believe that funds can be obtained sufficient to make all Quarterly Payments and other payments during the term of this Agreement. You affirm that funds to pay Quarterly Payments and other payments under this Agreement are available for Your current fiscal year. You and We agree that Your obligation to make Quarterly Payments under this Agreement will be Your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Agreement will be interpreted as a pledge of Your general tax revenues, funds or moneys.

2. **Use of Equipment.** The Equipment will be operated and controlled by You and will be used for essential government purposes and will be essential for the term of this Agreement.

3. **Signatures.** You warrant You have taken the necessary steps; including any legal bid requirements under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Lessee/Customer authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

4. **Non-Appropriation of Funds.** If sufficient funds are not appropriated and budgeted by Your governing body in any fiscal year for Quarterly Payments or other payments due under this Agreement, this Agreement will terminate as of the last day of Your fiscal year for which funds for Quarterly Payments are available. You will give Us written notice within fifteen (15) days of the occurrence of such non- appropriation. Such termination is without any expense or penalty, except for the portions of the Quarterly Payments and those expenses associated with Your return of the Equipment in accordance with Section 3 of this Agreement for which funds have been budgeted and appropriated or are otherwise legally available. You agree that, to the extent permitted by law, (x) You will not terminate this Agreement if any funds are appropriated by You or to You for the acquisition or use of equipment or services performing similar functions to the Equipment during Your fiscal year in which such termination would occur and (y) You will not spend or commit funds for the acquisition or use of equipment or services performing functions similar to the Equipment until the fiscal year following the fiscal year for which funds were first not available for the Quarterly Payments.

All other terms and conditions of the Agreement shall remain in full force and effect.

EVERBANK COMMERCIAL FINANCE, INC.	CITY OF HIALEAH, FLORIDA
Owner X _(signature)_	Customer X _(signature)_
Authorized Signature	Authorized Signature
Print Name and Title Christine Scaglione Senior Account Manager	Print Name and Title Mayor Carlos Hernandez
Date	Date _5/28/2014_ _(signature)_ ATTEST: _(signature)_ RELYS FAJO Acting City Clerk

CERTIFICATE OF INCUMBENCY

Questions or need assistance? Call 1-866-550-8795

EverBank

COMMERCIAL FINANCE*

CERTIFICATE OF INCUMBENCY
ISSUED TO

EverBank Commercial Finance, Inc.

Installment Payment Agreement Number20154395

The undersigned hereby certifies that (1) he/she is the duly elected, qualified and acting Secretary of CITY OF HIALEAH, FLORIDA ("**Corporation**"), and in such capacity the Custodian of its corporate records, (2) the following person(s) are/is the duly elected, qualified and officers of said Corporation holding the office indicated opposite his/her respective name and the signature appearing opposite his/her respective name is the genuine signature of such person and (3) he/she is duly empowered and authorized on behalf of the Corporation to negotiate, procure and execute such contracts, agreements and other documents as are necessary in his/her opinion to do business with EverBank Commercial Finance, Inc.

| NAME	OFFICE	SIGNATURE
Carlos Hernandez	Mayor	

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of this Corporation this 28 day of May _____, 2019.

Secretary   Marbelys Fatjo
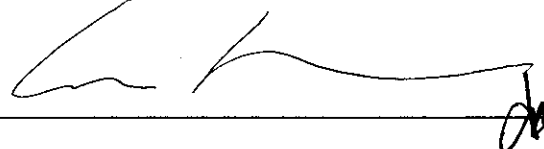   Acting City Clerk

(Corporate Seal)

Certificate of Incumbency - IPA V21 01012012

DELIVERY AND ACCEPTANCE CERTIFICATE

EverBank
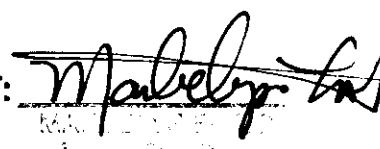
COMMERCIAL FINANCE*

Installment Payment Agreement Number: 20154395
Customer Name and Address: CITY OF HIALEAH, FLORIDA
501 PALM AVENUE, HIALEAH, FL 33010

On behalf of Customer, I hereby certify that all of the Software referred to in the above referenced Installment Payment Agreement ("IPA") with **EverBank Commercial Finance, Inc.** ("ECF") has been delivered, inspected and is accepted by Customer for all purposes of the IPA. I acknowledge that ECF is not the manufacturer, supplier or dealer of the Software.

ACCORDINGLY, I AUTHORIZE ECF TO PURCHASE THE SOFTWARE AND COMMENCE BILLING UNDER THE IPA.

DO NOT SIGN THIS DELIVERY AND ACCEPTANCE CERTIFICATE UNTIL YOU HAVE RECEIVED THE SOFTWARE.

CUSTOMER SIGNATURE	For Owner Use Only (if applicable)
BY: X	
PRINT NAME: Carlos Hernandez	Name of person verifying Delivery and Acceptance of Equipment:
PRINT TITLE: Mayor	Signature of Employee who made telephone verification:
DATE: 5-30-2014	Date of Telephone Verification:

ATTEST:

Initials:

Installment Payment Agreement, Personal Guaranty, and Delivery and Acceptance Certificate - V9 01012012

FORM OPINION OF COUNSEL LETTER

EverBank Commercial Finance, Inc.
10 Waterview Blvd.
Parsippany, New Jersey 07054

Dear Ladies/Gentleman:

Reference is made to that <u>Installment</u> Agreement Number <u>20154395</u> dated __May 28, 2014__ (collectively, the "Agreement") between EverBank Commercial Finance, Inc. (herein called "Lessor" or "Us"), and <u>City of Hialeah</u> (herein called "Lessee") for the use ("Use") of certain equipment, as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is duly authorized or retained counsel for the Lessee in connection with the negotiation, execution and delivery of the Agreement, and as such is able to render a legal opinion as follows:

1. The Lessee is a public body corporate and politic of the State of <u>Florida</u> and is authorized by the Constitution and laws of the State of <u>Florida</u> to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Lessee's name set forth above is the full, true and correct legal name of the Lessee.

2. The Agreement set forth above has been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.

3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority.

4. Lessee has complied with all open meeting laws or regulations with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby.

5. Lessee has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than pursuant to a rider or an Addendum to the Agreement that addresses the potential of the non-appropriation of funds sufficient to make payments under the Agreement payments for any fiscal period during the term of the Agreement subsequent to the initial fiscal year in which the payment obligation commences.

Very truly yours,

By _____

___Acting City Attorney___
Print Name and Title

___5/28/2014___
Date

Avaap USA Inc.
Master Services Agreement

This Master Services Agreement, which supplements and governs each Statement of Work referring to this Master Services Agreement, (collectively, the "Agreement"), is entered into between Avaap USA Inc., ("Avaap"), a New Jersey Corporation with its principal offices located at 260 Middlesex-Essex Turnpike, Iselin, NJ 08830 and Client identified below. This Agreement determines the rights and obligations of the Parties in relation to the Services provided to Client and is effective as of the date signed by Avaap ("Effective Date").

Client : **City of Hialeah, FL**
Address : 501 Palm Avenue
City : Hialeah
State/Zip : FL 33010

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Background and Definitions. Subject to the terms of the Agreement, Avaap agrees to provide to the Client services at the rates described in each applicable Statement of Work (the "Services"). The following defined terms are in addition to the definitions contained in each applicable Statement of Work:

1.1 "Client" shall mean Client, its subsidiaries and affiliates.
1.2 "Parties" shall mean, collectively, Avaap and Client
1.3 "Party" shall mean each Avaap and Client, individually.
1.4 "Intellectual Property Rights" means all copyrights, patent rights, confidentiality rights, trade secret rights, and trademark rights now known or created in the future.
1.5 "License Term" is perpetual, unless a shorter term is specified in the applicable Statement of Work or the Services Deliverable License is terminated pursuant to the Agreement.
1.6 "Services" meaning training, implementation, development, consulting, customization, staff augmentation, or any other consulting services provided by Avaap under the Agreement.
1.7 "Service Deliverable" means any work product created or delivered as part of the Services to the Client. Service Deliverable shall not include any products, turnkey solutions, or existing content that are not explicitly defined as part of the deliverable in a Statement of Work.
1.8 "Taxes" means any value-added, sales, use, excise, goods & services, withholding taxes, duties or other taxes, interest and penalties that are levied or assessed by a governmental authority because of the Agreement, excluding: (a) taxes for which Client provides Avaap a valid tax exemption or resale certificate, (b) taxes based on Avaap's net income and (c) interest and penalties caused by Avaap and not Client.
1.9 "Statement of Work" means the statement executed by the Parties to this agreement from time to time enumerating and describing the services to be provided by Avaap. Each such Statement of Work will contain a description of the tasks to be performed by Avaap, term, a description of the deliverables, including product deliverables and service deliverables, to be produced by Avaap, references to the appropriate specifications for each, delivery schedule, project site, estimated resources, compensation terms and any other information required hereby or deemed necessary by the Parties.

2. Services Fees and Expenses. Except to the extent otherwise agreed in an applicable Statement of Work, all Services will be on a time and materials basis at Avaap's then current rates (the "Services Fees") plus applicable Taxes, payable within 30 days after invoice date. A late charge of 1½% per month will be imposed on any billed amounts that remain unpaid beyond 45 days. Client will reimburse Avaap for reasonable travel and out-of-pocket expenses incurred when rendering on-site Services as defined in the Statement of Work. For any Services that are

disputed by the Client, both Parties shall make every reasonable effort to settle promptly the invoice and/or invoices that have been disputed.

3. Rescheduled or Cancelled Services. Client may elect to reschedule or cancel scheduled Services, but if Client provides Avaap fewer than 10 business days advance written notice of rescheduling or cancellation (for time and material Services), Client shall pay Avaap the Services Fees for each business day that Avaap did not receive 10 business days advance notice. If Client elects to reschedule or cancel any on-site Services, Avaap may invoice Client for any expenses that cannot reasonably be avoided by Avaap (e.g. penalties for changing airline or hotel commitments). Avaap shall select the personnel and provide the Services directly, and may reassign personnel, with Client's agreement, if reassignment does not materially impede the performance or schedule of Services.

4. Services Deliverables. Avaap grants Client a perpetual, non-exclusive license to use the Services Deliverables subject to the applicable Statement of Work and only for the internal business of Client (the "License"). The License to use Service Deliverables shall automatically terminate if Client fails to make full payment for said Service Deliverables. Avaap shall continue to own all Intellectual Property Rights for the Services, Services Deliverables and any modifications of the Services Deliverables.

Except to the extent otherwise described in an applicable Statement of Work, Avaap does not support Services Deliverables. Avaap warrants that it owns all right, title and interest in the Services Deliverables, or has the authority by license, sufficient to grant Client the License and fulfill Avaap's obligations under the Agreement (the "Title Warranty"). Avaap shall at its expense and as Client's exclusive remedy for breach of the Title Warranty, retain counsel and defend any suit or claim brought against Client and shall indemnify Client against any third Party damage claims that the Service Deliverables as delivered by Avaap infringe any third Party's Intellectual Property Rights enforceable under Canadian, United States, state law or an international copyright treaty. Client shall not directly or indirectly export the Service Deliverables without the prior written authorization of Avaap and compliance with applicable laws and regulations.

5. Staff Augmentation.

5.1   When Avaap provides its employees or other personnel (collectively "Asset") pursuant to a staff augmentation request in the form of a Statement of Work from Client, it is agreed as follows:

(a)   Client will have an opportunity to interview and evaluate the Asset provided by Avaap, prior to the Asset being assigned to work for Client. If Client finds any Asset unsuitable and so notifies Avaap in writing, Avaap may either terminate the Statement of Work for staff augmentation or seek a replacement Asset.

(b)   Within seven (7) days of the Asset starting work for Client, Client will have the opportunity to evaluate the Asset's on the job performance, if Client finds any Asset unsuitable and so notifies Avaap in writing. Avaap shall provide such replacement Asset within a commercially reasonable time frame following the receipt of such notice.

(c)   After the initial seven (7) day period described in 5.1 (b) above, if Client finds any Asset unsuitable and so notifies Avaap in writing, Avaap shall provide such replacement Asset within thirty (30) days following the receipt of such notice.

5.2   In a staff augmentation Statement of Work, it is required that Client review and approve weekly timesheets for the Asset by close of business Monday of each week for the previous week in which work was performed. Approval of weekly timesheet by Client constitutes full and complete acceptance of work performed by Asset.

6. Project Status. Avaap shall, as expressly requested by Client in writing or as stated in Statement of Work, participate in telephone conferences and meetings, submit to Client written progress reports on the current status of the project.

7. Confidential Information.

7.1   Confidentiality. All information disclosed by one Party to the other in connection with this Agreement shall be treated as confidential information ("Confidential Information"). "Confidential Information" shall include but not be limited to the following: Services Deliverables including project reports, templates, products, object code, source code, documentation, test plans, test cases, test tips, pricing, and non-standard Avaap contract terms. "Confidential Information" means Services Deliverables including project reports, templates, products, object code, source code, documentation, test plans, test cases, test tips, pricing, and non-standard Avaap contract terms.

The Parties agree to hold such information in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third Parties or to use such information for any purposes whatsoever, without the express written permission of the other Party, other than for the performance of obligations hereunder or as otherwise agreed to herein, and to advise each of their employees, agents and representatives of their obligations to keep such information confidential. The Parties shall use reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, the Parties shall use reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, and will reasonably cooperate in seeking injunctive relief against any such person.

7.2   Non-Confidential Information. Notwithstanding the obligations set forth in section 7.1, the confidentiality obligations of the Parties shall not extend to information that: (i) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than the receiving Party; (ii) was rightfully known to the receiving Party as of the time of its disclosure; (iii) is independently developed by the receiving Party; (iv) is subsequently learned from a third Party not under a confidentiality obligation to the providing Party, or (v) is required to be disclosed pursuant to law, a duly authorized subpoena, court order, or government authority, whereupon the disclosing Party shall provide prompt written notice to the other Party prior to such disclosure, so that such Party may seek a protective order or other appropriate remedy. In the event that a protective order or other appropriate remedy is not obtained, the disclosing Party agrees to disclose only that portion of the Confidential Information which is required. Client's Confidential Information also excludes new features or functionality suggested by Client for the Service Deliverables or Products delivered by Avaap.

8. Service Warranty and Remedies. Avaap warrants that at the time of Services delivery, the Services shall be provided by trained personnel and in a professional manner and to the specifications using commercially reasonable efforts (the "Services Warranty").

The specifications are defined at a high level in the Statement of Work, and then may be further detailed in a Functional Design Document and a Technical Design Document. The specification that would be considered relevant would be the latest document submitted by Avaap to the Client. Client's exclusive remedy for breach of the Services Warranty is Avaap performing a commercially reasonable re-work of the Service Deliverable not meeting specifications at no additional charge within the Cure Period (as defined herein). "Cure Period" means a period of thirty (30) days from the date of sending the Service Deliverable to the Client or the date on which Client signs off on acceptance of the Service Deliverable, which ever is earlier. IF CLIENT FAILS TO NOTIFY AVAAP OF ANY ISSUES RELATING TO THE SERVICE DELIVERABLES WITHIN

THE CURE PERIOD, THE CLIENT IS DEEMED TO HAVE ACCEPTED THE SERVICE DELIVERABLES.

THIS IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED HEREIN AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER FOR MERCHANTABILITY OR FITNESS FOR PURPOSE.

9. Services Limitations of Liability. In no event will Avaap, its subcontractors or Client be liable for indirect, incidental, punitive, exemplary, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either Party, whether in contract or tort, even if the other Party has been advised of the possibility of such damages. Neither Party shall seek or apply for such damages.

10. Insurance. While Avaap is rendering any on-site Services, Avaap shall maintain comprehensive general liability insurance for bodily injury and damage to tangible property, with coverage of at least $1,000,000 per occurrence.

11. Non-Solicitation. Client understands that the employees and sub-contractors are valuable and unique assets of Avaap. Unless otherwise mutually agreed to by the Parties in writing, each Party agrees not to hire or to solicit the employment of any personnel, employee or sub-contractor, of the other Party directly or indirectly during the term of this Agreement, and for a period of twelve (12) consecutive months thereafter.

12. Force Majeure. Neither Party shall be in default of its obligations under the Agreement or liable to the other Party for any noncompliance arising from causes beyond the reasonable control of the Party, including, without limitation, Acts of God, fires, floods, natural disasters, actions by governmental authorities, communication failures and any other equipment or telecommunication problems. Each Party shall use reasonable efforts to resolve promptly any type of excusable delay.

13. Governing Law and Dispute Resolution. This Agreement shall be governed by the laws of the State of Florida.

14. Term and Termination

14.1 Term and Termination. This Agreement shall commence on the Effective Date as indicated in the first paragraph, and shall continue in full force and effect thereafter unless and until terminated in accordance with the provisions of this Agreement, or until satisfactory completion of the Services provided for herein and in all Statements of Work, based on the acceptance criteria set forth in said Statements of Work.

14.2 Termination upon Material Breach. In the event of any material breach of this Agreement by either Party, the other Party may cancel this Agreement by giving thirty (30) days prior written notice thereof, provided however, that this Agreement shall not terminate at the end of said thirty (30) days notice period if the Party in breach has cured the breach of which it has been notified prior to the expiration of said thirty (30) days. Failure of Client to fully pay any invoiced amount within sixty (60) days after the date of the invoice shall be deemed a material breach of this Agreement.

14.3 Termination for Convenience. Avaap and Client may terminate this Agreement for convenience by giving the other Party ninety (90) days written notice of its election to terminate this Agreement. In such case, Client agrees to pay Avaap for all costs incurred by Avaap up to the effective date of termination.

14.4 Automatically for Insolvency. This Agreement and all outstanding Statements of Work shall automatically terminate if either Party becomes insolvent, files a bankruptcy petition, becomes the subject of an involuntary bankruptcy petition, makes a general assignment for the benefit of creditors, has a receiver appointed for its assets, or ceases to conduct business.

15. Conflict Between Agreement and Statement of Work. In the event of a conflict between the terms of this Agreement and the terms of the Statement of Work, the terms of this Agreement shall control unless the terms of the Statement of Work specifically and expressly modify the terms of this Agreement. Such modification, which affects the terms of this Agreement, shall be valid only for that particular Statement of Work.

16. Issue Resolution

16.1 Any problem that has an adverse impact on the quality and timeliness of work or the performance of either Party needs to be recognized as an issue and resolved using procedures described in this section.

As soon as an issue is recognized, it should be communicated to the Project Managers of Client and Avaap.

The issue notification should, at a minimum, contain the following information, if applicable:

- Description of the issue
- Its impact on quality
- Its impact on Statement of Work
- Its impact on any Service Deliverables
- Suggested resolutions
- Time frame for issue resolution

16.2 Once an issue has been raised, the Project Managers, in consultation with the concerned Parties, should ensure a resolution within two weeks. If the Project Managers are not able to resolve the issue, the next responsible person in the hierarchy of the two organizations shall be involved in order to resolve the issue. The next level would involve:

For Client:

Ricardo Suarez
Acting CIO
501 Palm Avenue
Hialeah, FL 33010

For Avaap:

Dhiraj Shah
Email: dhiraj.shah@avaap.com
Phone: (732) 321-4326

17. Arbitration If despite the Parties good faith efforts, a dispute cannot be resolved through the procedure provided in section 16; either Party may initiate final and binding arbitration pursuant to this section. Any arbitration of any dispute shall be subject to the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association ("AAA"). The arbitration shall occur in Miami-Dade County, Florida. The arbitration award shall be in writing and state the reasons

thereof and shall be final and binding and enforceable by the prevailing Party. To encourage the Parties to resolve disputes without resorting to arbitration, each Party shall bear their own attorneys fees and costs, except that the cost of the arbitrator shall be borne by the losing party. The agreement to arbitrate disputes hereunder shall not prevent either Party from seeking preliminary or other temporary relief reasonably necessary to protect its rights in advance of or during any arbitration proceedings.

18.SEVERABILITY. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

19.NOTICES. All notices required under the Agreement must be in writing and delivered via hand delivery, overnight commercial delivery service, or United States certified mail (return receipt requested). Notices shall be effective upon receipt and shall be sent to the attention of Avaap's Chief Operating Officer or Client's Director of Systems & Operations, respectively, at the address below or on the applicable Statement of Work (unless a different address has been designated by notice to the other Party in writing). Other communications may be delivered by fax, e-mail or other means.

If to Client at: With a copy to:

Ricardo Suarez   Lorena Bravo
Acting CIO   Acting City Attorney
501 Palm Avenue   501 Palm Avenue
Hialeah, FL 33010   4th Floor
                                         Hialeah, FL 33010

If to Avaap at:

Avaap USA Inc.
510 Thornall Street
Suite 250
Edison, NJ 08837

20. General. All Services provided by Avaap will be provided as an independent contractor, and neither Party shall be, or represent itself to be, the franchiser, franchisee, agent, legal representative or fiduciary of the other Party. The Agreement may be amended only in writing signed by the Parties. The Agreement and any subsequent Statement of Work shall not modify any previous contracts between Avaap and Client pertaining to any Services. Except for any previous contracts between Avaap and Client pertaining to Services, all purchase orders, prior agreements, statements, requests for proposal, proposals, negotiations, understandings and undertakings concerning the Services are superseded by the Agreement.

21. Non-Exclusive Agreement. Avaap may make similar agreements for professional Services with other firms.

22. Signature. This Master Services Agreement and any Statement of Works signed concurrently with the Master Services Agreement must be manually signed, but may be signed in counterpart and delivered by fax or other means that displays the original or a copy of the manual signatures. Any subsequent Statement of Works may be signed and delivered in the same manner or as described in that Statement of Work.

FOR City of Hialeah

By: _____

Name: <u>Carlos Hernandez</u>

Title: <u>Mayor</u>

Date: <u>5/23/2014</u>

FOR Avaap USA Inc.

By: _____

Name: <u>Dhiraj Shah</u>

Title: <u>President & CEO</u>

Date: <u>6/3/2014</u>

ATTEST: _____
MARBELYS FATJO
Acting City Clerk

Statement of Work

Date: 4/9/2014

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City of
HIALEAH

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Table of Contents

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The Project Services set forth in this Schedule are provided to the City of Hialeah ("City" or "Client") from Avaap USA Inc. ("Avaap") subject to the terms and conditions of the Master Services Agreement (MSA) signed by and between the Client and Avaap and form an integral part of the same.

1. Program Management

For this project effort, the following individuals will be responsible for all communication, deliverables, and accountable to their respective organizations in meeting the terms of this SOW.

Avaap Client Relations	Name:	Scott Lemasters
	Address:	260 Middlesex Essex Turnpike Iselin, NJ 08830
	Phone:	916-549-2430
	Fax:	
	E-mail:	Scott.lemasters@avaap.com
Avaap VP Services, Public Sector	Name:	Adam Goldstein
	Address:	260 Middlesex Essex Turnpike Iselin, NJ 08830
	Phone:	678-694-8365
	Fax:	
	E-mail:	Adam.goldstein@avaap.com
City Business Sponsor	Name:	
	Address:	
	Phone:	
	Fax:	
	E-mail:	
City Billing Contact/Project Manager	Name:	
	Address:	
	Phone:	
	Fax:	
	E-mail:	
Site at which Services are to be performed	Name:	
	Address:	
	Phone:	
	Fax:	
	E-mail:	

1.1   Purpose

The purpose of this SOW is to document the services to be delivered, the price of the requested services, and the rights and responsibilities of the various parties responsible for their delivery. These services have been requested by the City to help it meet its objective of implementing a Human Capital Management system. This document addresses the specific requirements of City as well as the specific requirements of Avaap to properly deliver the requested services.

Upon acceptance by both the City and Avaap, any changes or modifications to the SOW must follow the Change Order or Addendum Process defined later in the SOW –and may lead to a

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contract addendum. All approved addendums will become attachments to the original agreement, which will then form the new baseline upon which future changes will be measured.

1.2   Description of Work

Avaap will provide consulting services to the City for the implementation of Infor Lawson Human Resources and Talent Acquisition Management systems.

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2. Implementation Scope

2.1 Products

This SOW is for professional services associated with:

- Infor Lawson Payroll
- Infor Lawson Core HR / Global HR
- Infor Lawson Employee and Manager Self-Service
- Infor Lawson Talent Acquisition (Recruitment)
- Infor Lawson Performance Management
- Infor Workforce Management (Workbrain Time & Attendance)

2.2 Services In-Scope

This SOW is for professional services associated with:

- Software installations
- Implementation of out-of-the box functionality without customizations or modifications to the software
- Project management
- Implementation services (design, configuration, construct, testing, deployment)
- Interfaces and Workflow
- Conversions of legacy data (based on assumptions)
- Training via knowledge transfer
- Train the trainer model for end user training
- Lawson security

2.3 Services and Products Out-of-Scope

Work that is not specifically listed in this SOW as being In-Scope is considered Out-of-Scope for this project. Avaap will address alterations to the scope of this SOW through the Project Change Management Process defined herein. Specific items out-of-scope include:

- Customizations and modifications to the software
- Business Process Re-engineering
- Custom report development
- Performance testing
- End user training
- Organizational change management

If, during the execution of this engagement, unforeseen conditions are discovered that materially affect the original scope of work, Avaap will negotiate budget, schedule, or scope changes.

2.4 Services, Staffing Plan, Pricing

This project is based on Time and Materials. The chart below shows the monthly hours, labor costs and estimated travel expenses.

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Support	Totals
Hours	687	343	319	714	823	656	391	397	80	4410
Labor	$105,694.87	$52,770.51	$49,078.11	$109,848.82	$126,618.46	$100,925.53	$60,155.31	$61,078.40	$12,307.99	$678,478.00
Expenses	$12,800.00	$10,400.00	$9,400.00	$11,800.00	$12,800.00	$12,800.00	$9,000.00	$14,200.00		$93,200.00
Totals	$118,494.87	$63,170.51	$58,478.11	$121,648.82	$139,418.46	$113,725.53	$69,155.31	$75,278.40	$12,307.99	$771,678.00

Payment Terms

Financed funds will remain in a holdback account at the Financing company. Avaap will submit weekly timesheets on a bi-weekly basis. Avaap will submit monthly invoices to the Financing company and/or Client along with all the supporting documents (timesheets, status reports, expense reports, receipts). Client will review, approve and return the appropriate paperwork to the Financing company within five (5) business days. Financing company will release funds to Avaap based on the agreement.

Client agrees to immediately bring to Avaap's attention any discrepancy in the invoice upon receipt.

2.5 Expenses

Avaap will do make every attempt to minimize expenses related to travel including, advanced airline bookings, etc. Avaap Consultants will stay at Client prefer rate properties as long as they meet necessary and reasonable safety standards.

Airfare

Preferred Sites: Hotwire / Kayak / Southwest

- Airfare above $600 has to be approved by Client.
- All domestic flights will be booked in coach class.
- Airline fees for special seating privileges are not chargeable.
- Airport/Airline Internet Fees are non-chargeable in less they are being used for billable work and are authorized by Client.
- Airfare needs to be booked no less than seven (7) days prior to departure for domestic reservations and fourteen (14) days prior to departure for international reservations. Unless approved by Client.
- Each Consultant is responsible for booking their tickets unless otherwise noted by Client's travel agency.
- Excess baggage charges should be avoided whenever possible.
- Airline standby fees to catch an earlier flight are not reimbursable.

Ground Transportation

Preferred Sites: Hotwire / Car Rentals.com

- Standard class of rental is midsize.
- Decline any car insurance through the rental agency.
- Refueling charges from the rental company will not be reimbursed.
- Consultants may accept car rental upgrades only if there is no additional cost to Client.
- Reasonable parking and toll expenses are reimbursable.
- Airport or hotel shuttles should be used versus renting vehicles wherever possible.
- Taxis are reimbursable where shuttle service is not readily available or for short distances where practical. Taxis may also be used when other public transportation is not available, where the cost of a taxi is more cost efficient, and when a rental vehicle and/or the cost of parking exceeds the cost of a taxi.
- Client will be charged for mileage driven on consultant's personal automobile when used for a valid Client business purpose. A valid business purpose does not include your normal commute to and from airport or office. Mileage rate: As effected by IRS on its website. For 2014 the rate is 56 cents per mile.
- On business trips of 150 miles or more, the least expensive alternative should be used which may include rail or rental car.
- If a situation arises that a choice must be made between an overnight stay and an additional automobile trip, the safest / most fiscally prudent decision is required consistent with local working time regulations.
- Mileage will not be reimbursed if a rental car is used on a Client business trip.

Hotel

Preferred Sites: Hotwire / Hotels.com

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- Hotel rates above $150 per night require Client's approval.
- The hotel folio is required for reimbursement. Only amounts related to hotel room costs (including applicable taxes) should be reported as "Lodging".
- Entertainment-related expenses (e.g., in-room movies, alcohol, snacks, etc.), are not billable and considered personal and not reimbursable.
- Weekend stay must be pre-approved by Client.

2.6 Role and Responsibilities

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Role	Responsibilities
Project Director	• Overall responsibility for the Project's successful implementation and represents Avaap in selected meetings with the Project Executive Sponsors • Overall responsibility for the Project Management Office (PMO) • Ensures that the implementation team is committed and motivated to meet the Project scope and timeline • Provides periodic quality assurance reviews • City's contact for resolving any executive-level questions or issues related to the Avaap's staff and/or performance. • Manages and assigns tasks/resources to Avaap Project Manager, and provide over-site and assistance with the identification and acquisition of needed resources. • Draws in additional Avaap resources as necessary to reach a successful Project completion • Resolves or evaluates Project issues in the areas of upgrade strategy and customer relationship. • Monitors and tracks high-level progress, quality assurance and customer satisfaction.
Project Manager	• Controls day to day aspects of the Project including scope, schedule and resources • Provides regular reporting on the Project status and associated issues • Identifies and manages Project risks • Serves as the first point of issue escalation for the Project Team • Responsible for monitoring and maintaining quality standards • Manages all defined Avaap responsibilities within the scope of services • Develops the Project Plan and schedule • Defines Project roles and estimated time commitments for each • Coordinates and oversees the day-to-day Project activities of the Project Team • Monitors Project progress against the Project Plan to quickly identify any areas that are falling behind and in need of corrective action • Escalates Project issues, Project risks, and other concerns to City Project Manager, Avaap Project Director and Executive Sponsor(s) if necessary • Prepares all Project deliverables and provides feedback • Proactively proposes/suggests options and alternatives for consideration • Utilizes change control procedures

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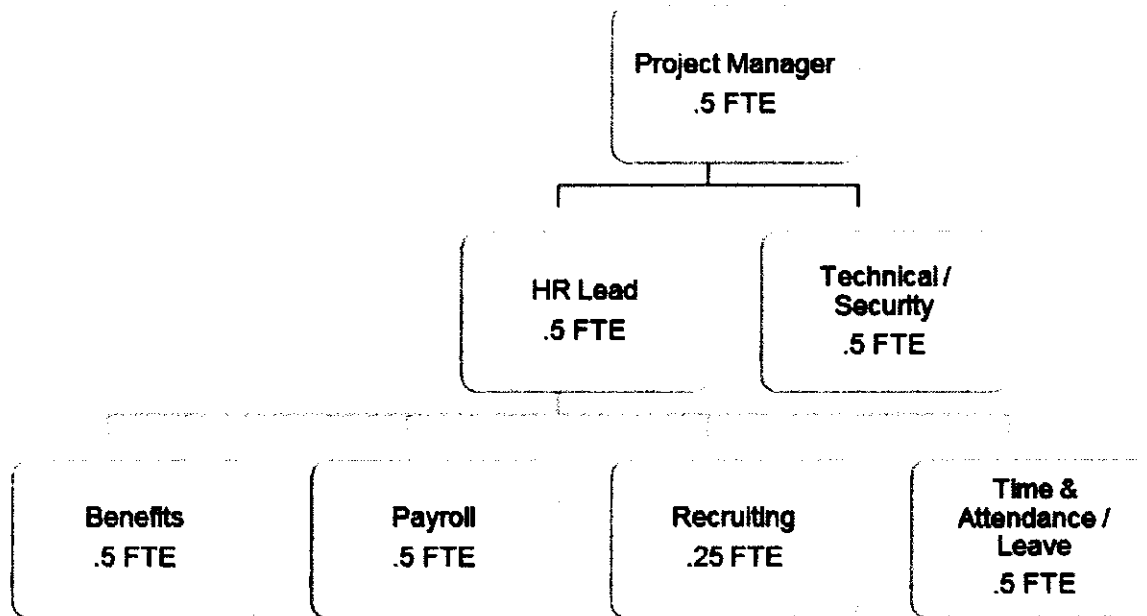|	
	• Prepares Project templates and standards and materials • Organizes and chairs Project Team meetings
Application Consultant	• Works with the Project Management to create a detailed Project Plan for the design, testing and implementation of a specific application module. • Working with City Functional Lead, completes all changes to system configuration. • Prepares general system design documents • Reviews work completed by City Functional Lead and provides recommendations where necessary. • Contributes agenda items for the weekly Project Team meetings • Works with Business SME's to create comprehensive testing scenarios and scripts • Participates in scope definition and project planning activities • Performs project activities according to project plan • Reports weekly status, issues and potential risks to the Project Managers • Ensures that information provided to Project Team is up-to-date and accurate
LBI Consultant	• User Maintenance/Security within the LBI products • Dashboard Creation/Assignment • Bursting Administration • Report Publication • Create/Modify Reports
Security Consultant	• Define Lawson Environment level security • Creation of sub-level Security Administrators • Creation of Roles and Security Classes with in Lawson
Developer (Remote)	• Technical design of interface program • Development and unit testing of interface program

City

Role	Responsibilities
Executive Sponsor(s) / Steering Committee	• Ultimate authority and responsibility for the Project • Actively promotes the Project and builds support across the organization during the Project • Delegates authority to City and Avaap Project staff consistent with the roles outlined below, and communicates this delegation internally • Directs or authorizes necessary policy changes which affect City operations • Builds consensus for process change with department peers and other decision-makers • Provides guidance and direction relating to mission critical issues beyond the authority of the Project Team • Assists the Project Team in the resolution of issues that are not being properly addressed or resolved and may impede Project progress • Communicates on a frequent basis with the Avaap Project Director, City Project Manager, and Avaap Project Manager • Provides final approval of scope, resource and timeline changes • Provides evaluation of Project success after implementation
Subject Matter Experts (SME) (Dept. Liaisons)	• Expertise of specific accounting principals, mandated rules and regulations, legislative reporting, pay plans, benefit plans, leave plans, etc.

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	• Have a thorough understanding of their areas of expertise • Assist with the assessment of City's business processes and help to identify ways the new system can be utilized to fulfill those requirements as-needed • Assist in the resolution of issues impacting their areas of expertise when requested by functional managers or leads • Conduct system review and user acceptance testing through the execution of test scripts and documentation of results
Project Manager	• Works with the Avaap Project Manager in the management of day to day aspects of the Project including scope, schedule and resources • Works with Avaap Project Manager to validate comprehensive Project Plan identifying and prioritizing all essential tasks • Maintains primary responsibility for maintaining the written Project Plan which outlines the scope included in each of the Project phases • Works with Avaap Project Manager in issues resolution process • Works with Avaap Project Manager to communicate on a regularly scheduled basis with the Executive Sponsors to assure issues are handled in a timely and effective manner. . • Communicates on a daily basis with the Avaap Project Manager to assure that issues are dealt with promptly. • Communicates on a regularly scheduled basis with the City's technical manager • Monitors and reports on the Project budget • Manages and coaches the work of City Project Team members and works with the Avaap Project Manager to assign Project staff as needed • Guides the deliverable approval process, including obtaining feedback, recommending revisions, and reviewing progress reports • Works with the Avaap Project Manager to prioritize Project work • Works with the Avaap Project Manager to resolve issues and make decisions where conflicting demands or requirements between modules or sponsor departments surface. • Provides support to City Functional Leads in getting buy-in or definitive answers from stakeholders • Provides final approval of all work units and tasks • Communicates regularly with production staff to ensure that Project activities do not adversely impact production environment and activities • Assists in identifying, quantifying and mitigating risks
Functional Leads	• Works with the Avaap Functional Lead to schedule and moderate Pilot sessions, leads the discussion to assure that critical topics are covered, takes notes, prepares meeting summary, and schedules any necessary follow-up sessions • Assists the Avaap Functional Lead to prepare general system design documents • Assists the Avaap Functional Lead to complete all changes to system configuration • Reviews work completed by the Avaap Functional Lead and provides recommendations where necessary • Contributes agenda items for the weekly Project Team meetings

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2.7 City Staff and Involvement

Avaap recommends the following staff, dedication to the project and organizational structure for the City. Avaap assumes that the following roles will be onsite and dedicated to the project at the times listed next to each resource below.

```
                        ┌─────────────────┐
                        │ Project Manager │
                        │     .5 FTE      │
                        └────────┬────────┘
                 ┌───────────────┴───────────────┐
          ┌──────────────┐              ┌──────────────────┐
          │   HR Lead    │              │    Technical /   │
          │   .5 FTE     │              │     Security     │
          └──────────────┘              │     .5 FTE       │
                                        └──────────────────┘
```

Benefits	Payroll	Recruiting	Time & Attendance / Leave
.5 FTE	.5 FTE	.25 FTE	.5 FTE

The following graphic shows estimated City dedication required by role and by weeks.

Project Stages								
	25%	50%	50%	50%	50%	50%	50%	50%
	50%	0%	10%	10%	25%	25%	50%	50%
	0%	20%	50%	50%	75%	50%	50%	50%
	0%	0%	10%	10%	75%	25%	25%	25%
	0%	0%	25%	25%	75%	25%	25%	25%
	0%	0%	10%	10%	75%	25%	25%	25%
	0%	0%	0%	0%	50%	50%	50%	50%

* Timelines for Project Stages are estimates
** Time/Attendance project stages will take place at different times than other modules – last 12 weeks of project

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association | solutions | outcomes

3. Implementation Timeline

Avaap is estimating the effective duration of the total implementation at eight (8) months plus production support.   Several factors may increase or decrease this timeline.
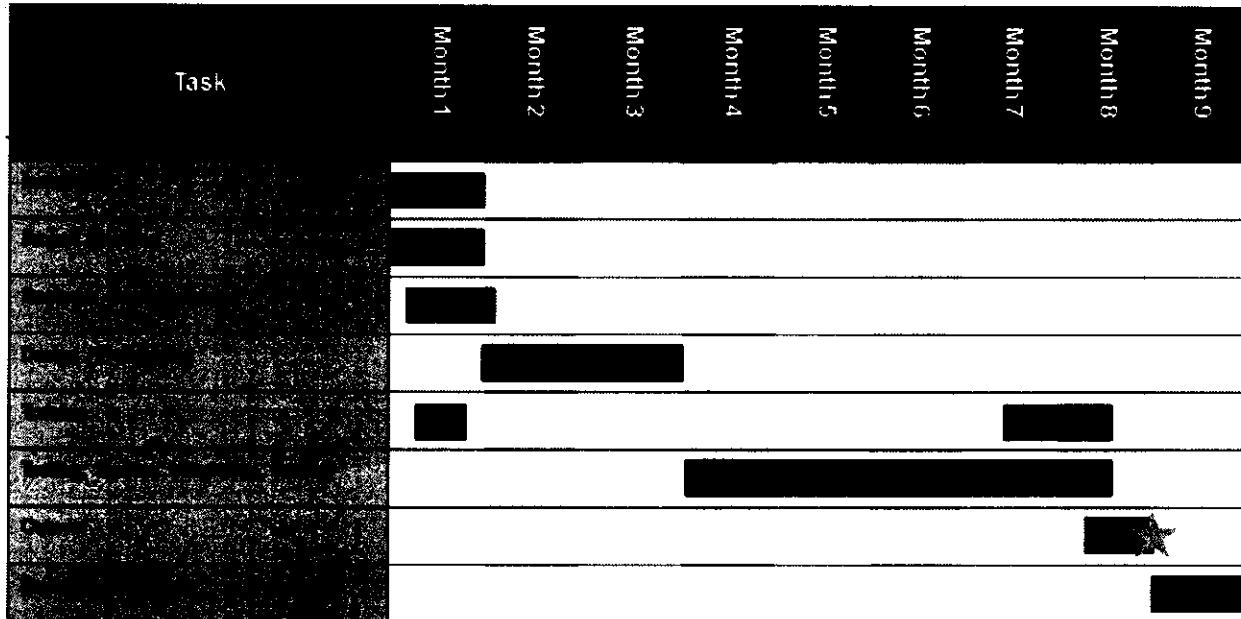
4. Implementation Approach

Methodology

Avaap's core Implementation Methodology incorporates our years of experience implementing and upgrading Lawson applications in a wide range of environments. Our Implementation Methodology is centered on a six stage approach we designed specifically for our Lawson projects. Our implementation plan drives the creation of the project plan and project schedule and facilitates effective implementation, thorough testing and validation and smooth cutover while providing comprehensive quality assurance, change management, training and knowledge transfer. Our repeatable processes provide the client with the assurance and confidence that our approach is based upon sound information systems principles. Our methodology has been proven time and again in the real world of Lawson implementations.

The following overview details Avaap's Implementation Methodology by project stage and provides applicable Activities and Deliverables for both Avaap and the client.
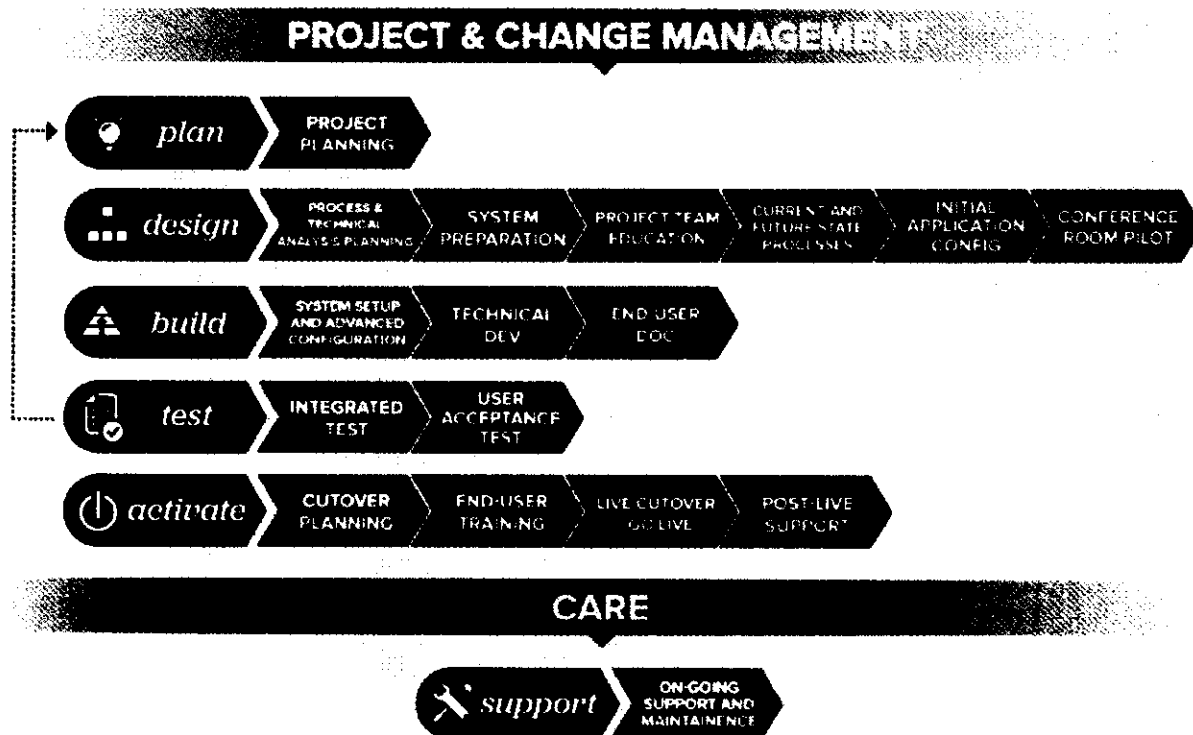
4.1 Stage 1 – Plan

The Plan Stage is comprised of the guidelines, tasks and activities that will be defined and completed before involving the full resources of the Avaap and client Project Team. Avaap and the key members of the client Project Team perform activities as specified by task.

The purpose of Project Planning is to:

- Confirm scope, roles, durations, responsibilities
- Align outcomes with objectives

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- Set framework for success and collaboration between Avaap and the client

Avaap Activities	Avaap Deliverables
• Conduct initial project call • Interview executives and management, as appropriate • Create Project Plan • Create Project Charter • Assign consulting resources • Attend formal Project Kick-off meeting • Updates to the Project Plan throughout project • Confirm project scope	• Initial project call agenda • Project Charter • Project Plan/Schedule • Kick-off Agenda and Presentation • Governance Plan • Weekly Overall Project Status Reports • High Level Project Phase Diagram • Project Issues Management Plan and Issues List
Client Activities	**Client Deliverables**
• Attend planning meetings, as assigned • Provide input for resource and staff availability • Schedule and lead formal Project Kick-off meeting • Build internal Project Team and assign roles/responsibilities • Accept ownership and provide updates to the Project Plan throughout project • Confirm project scope	• Project kick-off event • Scope changes as necessary • Updates to project plan

4.2 Stage 2 – Design

The Design Stage is comprised of the tasks and activities that focus on designing future-state business process that comprise a system design to meet the client's associated functional requirements. At the core of the future business processes shall be the Lawson modules included in this proposal. Members of Avaap and the client teams, with support from various Subject Matter Experts, have specific task responsibilities as further defined below.

Avaap Activities	Avaap Deliverables
• Lead process design activities	• Documentation resulting from process interviews
Client Activities	**Client Deliverables**
• Determine integration points • Provide current process and policy documentation • Participate in process interviews and requirements gathering meetings	• Current Business Process Flow documentation

Process and Technical Analysis

The purpose of the Process and Technical Analysis is to:
- Finalize business processes to be included in this phase
- Determine technical needs

Avaap Activities	Avaap Deliverables
• Lead process design activities	• Documentation resulting from process interviews
Client Activities	**Client Deliverables**
• Determine integration points • Provide current process and policy documentation • Participate in process interviews and requirements gathering meetings	• Current Business Process Flow documentation

System Preparation

The purpose of System Preparation is to:
- Provide operational system
- Provide support throughout the project

Avaap Activities	Avaap Deliverables

• Conduct a pre-install call for new hardware and install (as appropriate) • Install and configure Lawson application • Determine required environment settings and initial decisions for optional settings	• Pre-Installation Checklist • Installed Lawson Environments and Applications with documentation
Client Activities	**Client Deliverables**
• Purchase, install, and configure hardware including 3rd party products, network and desktop hardware (as applicable) to support new modules. • Create Project Line environments in which to perform tasks associated with the project. • Install any PC updates required such as browser updates or desktop software.	• Operational System

Project Team Education

Rather than recommending standard generic Infor Lawson classroom training, we leverage a specific City-configured system and conduct Project Team training during and after prototyping. Knowledge transfer starts Day 1 and continues through the duration of the project.

Current and Future State Processes

The purpose of Current and Future State Processes is to:
- Document current state processes
- Gather data for initial gap/fit analysis
- Develop and document future state processes

Avaap Activities	**Avaap Deliverables**
• Identify areas of improvement (only those areas that could be improved while maintaining the timeline/budget will be included) • Document current state processes (will not document current processes of the legacy facilities) • Design and document future state processes • Present future state processes to Project Team • Lead sessions for and develop initial application design documents • Build initial End-user Training Matrix	• Documented current state processes • Documented future state processes • Initial End-user Training Matrix
Client Activities	**Client Deliverables**
• Participate in review sessions for current state processes • Participate in review sessions for future state processes • Approve future state processes • Participate in and approve initial application design sessions • Participate in Process Sessions • Participate in building the initial End-user Training Matrix	• Approved future state business processes • Approved application designs

Conference Room Pilot (CRP) and initial Configuration

The purpose of the Conference Room Pilot is to:
- Use the system to execute and validate the approved future state processes
- Confirm interfaces, conversions, and enhancements that are required

Avaap Activities	**Avaap Deliverables**

• Load initial data • Develop the CRP Plan • Develop CRP Scripts on processes included in the future state process activities • Lead the CRP • Document any changes to processes and scripts • Document and resolve CRP issues • Begin Security Design Perform necessary application configuration to support CRP.	• CRP Plan and Schedule • CRP Scripts • Initial configuration • Final Application Design Document • Create CRP Issues Log
Client Activities	**Client Deliverables**
• Execute CRP scripts • Approve Conference Room Pilot • Begin Security Design	• Initial Lawson Security Design • Update CRP Issues Log

4.3 Stage 3 – Build

The Build Stage is comprised of tasks needed to implement the system design decisions from Stage 2. This includes detailed design, development, and unit testing for interfaces, conversions, reports, process flows, and enhancements as well as full configuration of the application. Avaap performs detailed design, construction and testing of the programs that are within the scope of this proposal with full participation from the client technical team members. Avaap shall provide standards and guidelines to the client for all development tasks.

System Startup

The purpose of System Setup is to:
• Prepare application and environment for development, testing, and go live

Avaap Activities	**Avaap Deliverables**
• Support requirements for technical development • Provide support and guidance on data mapping and code standardization • Assist with and review pristine environment setup • Security setup (if included in Statement of Work)	• Documented System Configuration • Documented security setup (if Avaap scope)
Client Activities	**Client Deliverables**
• Provide all data mapping and code standardization from legacy systems • Validate hardware • Perform OS and environment setup including any software configuration • Security setup • Manual data setup as needed: user accounts, bookmarks, and data not being converted using developed programs or MS Add-ins	• Data mapping • Fully configured application • Documented System Configuration • Documented security setup

Technical Development

The purpose of Technical Development is to:
• Recommend technical solutions for interfaces, reports, conversions, and other technical enhancements
• Complete technical requirements (interfaces, reports, conversions, Process Flows, Design Studio changes, as applicable)

Avaap Activities	**Avaap Deliverables**

Provide consulting and support for activities included in Avaap's Statement of Work, which could include: • Process Flows • Reports • Conversions • Interfaces	• Technical development for: Process Flows, Reports, Conversions, Interfaces, and Design Studio Forms (additional information in Assumptions section)
Client Activities	**Client Deliverables**
• Support requirements for technical development • Process Flows • Reports • Conversions • Interfaces	• Technical development for: Process Flows, Reports, Conversions, Interfaces, and Design Studio Forms (additional information in Assumptions section)

End-User Documentation

The purpose of End-User Documentation is to:
• Create the documentation of the processes for the end users
• Create materials for end-user training where necessary

Avaap Activities	**Avaap Deliverables**
• Assist in the creation of training materials/user documentation	• Training materials for end users
Client Activities	**Client Deliverables**
• Create training materials that reflect new processes and system design • Document all non-Lawson processes, policies, and procedures • Create End-user Training Plan	• Training materials for end users • Final End-user Training Plan

4.4 Stage 4 – Test

The Test Stage includes all the activities necessary to test the Lawson System that has been designed and developed in Stages 2 and 3 and to prove it is ready for production: the converted data is successfully loaded, Integration Testing is performed, the users are trained and ready, and the infrastructure is in place to support the Lawson System. Once the Lawson System is accepted for production, the Test Stage culminates with the conversion to the Lawson System as the system of record for their respective tasks.

Integrated Test

The purpose of the Integrated Test is to:
• Validate that the modules function together as designed
• Validate that the system produces expected results
• Test interfaces, conversions, Process Flows, reports (as applicable)

Avaap Activities	**Avaap Deliverables**
• Develop Integrated Test Plan • Develop Cutover Run Time Document (for conversions) • Migrate security to test environment • Develop security testing strategies • Participate in security and application testing cycles • Resolve Avaap assigned issues	• Integrated Test Plan • Cutover Run Time Document • Issue Log with resolutions • Testing support assistance as defined in the Statement of Work
Client Activities	**Client Deliverables**

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• Create integrated test scripts • Run integrated test conversions • Validate data • Execute integrated test scripts (Finance and Procurement) • Test and verify data conversion • Test and verify security setup • Resolve assigned issues • Document issues and resolutions	• Test scripts • Executed test scripts • Issue Log with resolutions

User-Acceptance Test

The purpose of the User-acceptance Test is to:
• Validate the system functionality per end-user requirements

Avaap Activities	Avaap Deliverables
• Participate in application testing cycles • Resolve Avaap assigned issues • Document issues and resolutions	• User-acceptance Test Plan • Updated Cutover Run Time Document • Testing support assistance as defined in the Statement of Work
Client Activities	**Client Deliverables**
• Update Integrated Test scripts, if applicable • Run user acceptance test conversions • Test and verify data conversions • Migrate security to test environment • Test and verify security setup • Execute user-acceptance test scripts • Resolve assigned issues • Document issues and resolutions	• Configured Application • Application Test Plan • Test scripts • Issue Log with resolutions • Configured application, environment and security ready for cutover

4.5   Stage 5 - Activate

The Activate includes the cutover planning, cutover and post-production support necessary to ensure a stable Lawson system. Once the Lawson System is accepted for production, the Test Stage culminates with the conversion to the Lawson System as the system of record for their respective tasks.

Cutover Planning

The purpose of Cutover Planning is to:
• Develop plan to cutover to new system
• Determine risks and mitigation plan

Avaap Activities	Avaap Deliverables
• Develop Cutover Plans and Schedules • Develop Readiness Assessment	• Cutover Plan • Readiness Assessment
Client Activities	**Client Deliverables**
• Participate in cutover planning and Readiness Assessment meetings • Review and approve Cutover Plan • Review and approve Readiness Assessment	• Cutover Plan Approval • Readiness Assessment Approval

End-User Training

The purpose of End-user Training is to:
• Train end users on how to use the system

Avaap Activities	Avaap Deliverables
• Deliver End-user Training in a Train-the-Trainer model	• Updated End-user Training Materials

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Client Activities	Client Deliverables
• Deliver End-user Training • Attend End-user Training	• Updated End-user Training Materials

Live Cutover/Go Live

The purpose of the Live Cutover/Go Live is to:
• Put new system into operation via the Production environment

Avaap Activities	Avaap Deliverables
• Provide functional consulting support • Perform production data conversion	• Project Exit Document
Client Activities	**Client Deliverables**
• Perform production data conversion • Validate final application, security, and environment setup per Cutover Plan • Perform data validation • Execute cutover plan • Use new system	• Configured application • Validated data

Post-Live Support

The purpose of Post-live Support is to:
• Provide support after cutover/go live

Avaap Activities	Avaap Deliverables
• Provide consulting support • Resolve critical system issues, as applicable	• Updated Issue Log
Client Activities	**Client Deliverables**
• Work with Avaap to resolve critical system issues, as applicable	• Updated Issue Log

4.6   Stage 6 – Support

The Support Stage contains the technical and functional activities Avaap and the client shall provide after implementation of the system. The purpose of the Support Stage is to acknowledge that issues may arise after acceptance of the new Lawson System and to plan accordingly for the need for functional and technical resources during the initial period of the new systems. Tasks include: routine maintenance and support, assistance with resolution of issues and problems as detected, revision and communication of procedures to the user community and establishment of help line support for users in the field.

On-Going Support and Maintenance *

The purpose of On-going Support and Maintenance is to:
• Resolve issues
• Support end users
• Conduct regular system maintenance

Avaap Activities	Avaap Deliverables
• Provide support as needed	• Provide Support Model
Client Activities	**Client Deliverables**
• Support end users requests for support • Support patch application • Support Lawson Database, System, Security, and Environment	• Support call tracking and status report

*This activity is not in scope.

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5. Project Administration

5.1   Project Change Management

The purpose of Project Change Management is to define the process that will be utilized by the project to manage and account for changes to project scope, cost, and schedule. All project tasks must be approached with an understanding of the project scope and critically examined within the context of project scope, cost, and schedule management.

The purpose of Project Change Management is not to eliminate change, but rather to define a process allowing the proposed changes to be properly identified, evaluated, and escalated as appropriate. The Change Order Process is anything that changes the Statement of Work, duration of the project or contract values.   The Change Order Processes will follow the steps outlined below.

A Change Order Request Form must be completed for all changes requested by either Avaap or the Client that further clarify impact or deviate from the approved SOW or MSA. The Avaap Project Manager will be responsible for managing all Change Order requests submitted on the project in accordance with the following process:

- All requests must be submitted in writing to the Avaap Project Manager either by e-mail or hard copy to be recognized as a formal request. Verbal requests or voice mails will not be considered formal change order requests. The Change Order Request Form, shown in an Appendix of this SOW, should be used to document in detail the change and provide justification for why it is needed. The initial submission must also document the estimated work effort and cost specifically for investigating what it would take to implement the change if approved. Based on the impact analysis and the estimated work effort and cost, representatives from both Avaap and the Client will jointly determine whether to proceed with the investigation.

- If the investigation is rejected, then the Change Order request is considered rejected and no further action is required. If it is accepted, then the requester (or its assignees) will then determine the impact of implementing the change on the project. The Client is responsible for completing any additional paperwork required as a result of this change (i.e. internal contract change documents).

- In investigating the impact of the Change Order on the project, the requester (or its assignees) will determine the impact and change on the cost, schedule, and manpower originally estimated for the project. The requester will also determine the impact on the SOW and any revisions to the language that may be required, as well as the estimated work effort and cost to implement the Change Order. Once the investigation has been completed, the requester will complete the Change Order Request Form with the information gathered in this step and resubmit it to the project manager for coordinating the review and approval.

- Based on the estimated work effort and cost, representatives from both Avaap and the Client will jointly determine whether to proceed with implementing the Change Order. If the implementation is rejected, then the Change Order request is considered rejected, and no further action is required. If the Change Order is accepted, the Change Order request is considered approved. Once all appropriate signatures have been obtained for

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the Change Order, the approved Change Order will become part of the overall agreement and an amendment to the SOW. The amended SOW will become the new baseline document upon which any new changes will be based.

Hourly rates defined in the Rate Card section of this SOW will apply.

5.2 Quality Assurance

The Avaap Project Manager will ensure that the Project objectives are being met and that the approach is refined whenever necessary. The following tools will be utilized for this purpose:

- Weekly status meetings and project reviews
- Steering committee meetings
- The project plan, developed in Microsoft Project
- A clearly defined organizational structure

Project risks will be jointly monitored and mitigated by the joint project management team.

Avaap is providing a Part Time Project Director for the duration of the Project. The Project Director will provide further oversight on the Project to ensure Citys objectives are being met.

5.3 Decision / Issue Resolution Process

The Avaap and City Project Managers are responsible for tracking Decisions that need to be made throughout the project. Decisions may include, but are not limited to, business process changes, team management changes, and legislative changes. The Project Manager will regularly review the list of required decisions, and develop a plan for resolution including assigning the appropriate resource(s) for ownership and resolution. The appropriate resource and escalation path will be outlined in the agreed upon Governance Plan if applicable.

The Project Managers are also responsible for tracking project issues. Any stakeholder / end-user may raise a project issue. The Project Managers will regularly review and evaluate the list of issues, and for those mutually agreed to require resolution, develop a plan for resolution including assigning the appropriate resource(s) for ownership and resolution. The appropriate resource and escalation path will be outlined in the agreed upon Governance Plan if applicable.

Should the decision or issue not be resolved within three (3) business days, either party may escalate the issue by contacting, in the case of Consultant, the Project Director, or in the case of Client, the Business Sponsor or Steering Committee, in writing. These parties shall attempt to resolve the issue by mutual agreement. If the issue is not resolved by the Project Director and Steering Committee within two (2) business days from the date of escalation, either party may escalate the issue by contacting, in the case of Consultant, the Vice President of Services, or in the case of The Client, the <<insert next client level>>, in writing. These parties shall attempt to resolve the issue by mutual agreement prior to the terms set forth in the MSA.

5.4 Deliverable Acceptance Process

As part of the project, a number of deliverables, as described in the SOW, will be produced. All project deliverables are to be developed and delivered in compliance within the Project Charter. First, a draft deliverable document is prepared by the responsible party. The review audience is determined by project management. The draft is emailed to the audience with an invitation to attend the Kickoff meeting to review the deliverable. Revisions to the deliverable are recorded

and made and the revised deliverable is distributed again. A second review meeting may or may not be necessary. Once the revisions have been finalized the deliverable is presented for signoff by the Avaap Project Manager and the Client Project Manager. Upon receipt of a completed deliverable from Avaap, Client will have five business days to accept or reject the deliverable. Additional details are found in the Project Charter.

A Certificate of Acceptance is attached as a cover to the deliverable document. The Avaap Project Manager signs the original submission as being compliant to the contract specification. The Client Project Manager reviews and signs the certificate indicating that it has been reviewed by the Client. The Avaap Project Manager may make final revisions. The Client Project Manager signs the revised deliverable as "Recommended for Approval." If the Client notifies Avaap that it has rejected the deliverable, the Client will provide Avaap with written notice specifying the basis of the deficiency. Avaap will have a reasonable period to cure any deficiency in the deliverable and resubmit it for acceptance. When resubmitted, the Client will have another five-day period to accept or reject the deliverable.

Following acceptance of the deliverable, any further changes or subsequent revisions to the deliverable will need to be addressed between Avaap and the Client and may require a mutually acceptable change order request.

5.5   Project Team Meetings

Included in the Project Charter deliverable will be the plans and procedures for project management meetings. This will include the following:

- **Project Steering Committee Meetings** - The Project Steering Committee will meet on a weekly basis, and will include the Project Steering Committee as well as the individual project area project managers. The Avaap Project Manager will review the PMO Status Report. Issues and/or decisions escalated to the Project Steering Committee will be addressed.

- **Project Team Meetings** - Each Project Team will meet on a weekly basis. The City Project Managers will review the Team Status Report. Issues and or decisions that require the collaboration of the meeting attendees will be addressed. Issues and/or decisions requiring input from the Project Steering Committee will be escalated. Project status reports will be generated weekly.

- **Individual Meetings** - Individual project team members will meet with fellow team members on an as-needed basis.

5.6   Work Location

The work described in this SOW will take place at the City's main location. Avaap consultants may perform work remotely that are still considered part of the billable services under the terms of this SOW.

5.7   Hours of Operation

Avaap typically works a 4-day 40 hours/week schedule.

Avaap recognizes the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

5.8 Facilities, Tools, Equipment Resources

The following are the minimum facility requirements Avaap needs to deliver the services identified in this SOW properly. City will be responsible for ensuring that these facilities are provided to Avaap prior to work being initiated and that the facilities will be at least equivalent to those provided to City own employees. City will also be responsible for all costs associated with acquisition and use of the facilities, including all charges for the installation and use of phones and modem lines.

Facilities provided to Avaap will only be accessible to its employees and authorized City personnel. To validate the confidentiality of the information collected, the office areas provided will be fitted with locks, card key entry, and/or electronic security pads for security purposes. City will also provide Avaap with access to conference rooms, cafeterias, parking, and other similar facilities at no charge or at a charge commensurate with that charged to City's own employees. No specific tools are required for the work.

Avaap requires the following facilities and equipment throughout the project:

FACILITY/TOOL/EQUIPMENT	DESCRIPTION
Project Team Space	Co-located team space for Avaap and City. Preferably a working desk with Virtual Machines & access per on-site resource.
Conference Rooms	At least one dedicated conference room to conduct meetings. Each room to include, at a minimum, a desk or table and 4 chairs.
Network Access	Minimum of one network line for each enclosed office and cubicle provided. Wireless internet connectivity is required.
Telephone Lines w/ Phones	Minimum of one phone line with phone for each enclosed office / cubicle provided.
Fax Machines	Access to fax machine.
Printers	Access to laser jet printer (or equivalent).
Copy Machines	Access to copy machine.
HVAC	Heating and air conditioning available and working in all work areas being provided.
Lights and Temperature Control	Lights and temperature control available and working in all work areas.

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6. Additional Descriptive Information

6.1 Remote Access

Avaap will be provided with remote VPN access so that functional and technical work can be done remotely.

6.2 Project Assumptions

If the client or Avaap is unable to meet any of these assumptions, an escalation process will be initiated to determine the impact associated with not meeting the requirements. If a change is necessary, the client and Avaap will negotiate, in good faith, any changes necessary in order to complete the Project. These negotiations have the potential to modify project elements, including costs, staffing, timelines, scope, and functionality. This could include the amendment of the SOW or entering into a separate, additional SOW to address the issue or issues being escalated.

This list is not meant to be exhaustive. It is meant to develop and present the spirit and intent with which Avaap is entering into this contractual relationship.

The project assumptions are:

Implementation and Lawson Modules

1. All services are to be billed on a time and materials basis. Hours billed in 15 minute increments.
2. The City is financing both software and services and payments will be in accordance to terms in Section 2.4 of this SOW.
3. This project will be executed both onsite and remote.
4. Effort related to Interfaces and Workflow is limited to 280 hours. We are aware of a possible integration between Solomon and Lawson, and 140 (at the most) of these 280 hours will be used for the analysis and design of the Solomon/Lawson interface. The additional hours required for development and testing will be scoped and estimated following the design process and will be handled through the Project Management Change Process identified in this SOW.
5. Effort related to Security is limited to 140 hours.
6. Production support is limited to 80 hours of remote support.
7. This project does not include customizations or modifications of software.
8. This project does not include custom report or workflow development. Delivered reports can be exported to Excel, PDF, and other formats for additional manipulation.
9. This project does not include organizational change management.
10. Client will provide information and/or documentation for the following items during Week 1 of the project:
    a. Company information including business units (departments)
    b. Company locations (multiple or centralized)
    c. Supervisor structure ("reports to" structure)
    d. Jobs and positions
11. It is assumed that only current year HCM-transactions will be converted. We do understand that currently the client has not determined the number of years of history to convert. Converting significant historical information may require additional consulting

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days. Time has been included in the proposal for Avaap to assist the customer resources, both in functional data mapping and the technical consulting in the data conversion effort.

12. Related to historical data, the client is primarily responsible for all manual data input.
13. The City will provide the required resources for data purification and data cleansing. The City assumes that the degree of data inaccuracies and errors will be promptly addressed by the City and will not adversely affect the Project timeline.
14. Application testing and data validation are traditionally the client's responsibility.
15. End user training will be delivered via a Train-the-Trainer model.
16. Application testing is the responsibility of the client.
17. External costs for extended project work are an expense.
18. Business decisions will be made by the client in a timely fashion so as to not impact the project timeline. Escalations will be noted in the weekly status report.
19. Avaap assumes that the recommended client staff will be available at the recommended dedication as depicted in the organizational chart in Section 2.7. Some project management and technical administration dedication will be required on Day 1 of the project, however, dedication outlined in Section 2.7 from the City's HR business resources will not be required until approximately Week 6 of the project.
20. Client is responsible for providing and supporting remote and on-site network access.
21. Client will provide access to all applicable project tools (i.e. Shared Network Drives, SharePoint, Email, etc.).
22. The City will have the appropriate hardware, virtual machines, etc. available on Day 1 of the project.
23. The City will supply, install and configure all necessary hardware and system operating software on all project environments in accordance with vendor requirements. Avaap scope does not include technical support services related to infrastructure, network, hardware, operating systems.
24. All City work stations meet or exceed the software vendor's requirements regarding operating system, browser, and any and all other programs required for the software to function properly. The City will be responsible for any end user PC hardware or software upgrades required to meet the Infor documented minimum PC standards.
25. The City will provide the following three environments based on the timeline to support the implementation effort: Development, Test, and Production environments.
26. Performance testing and tuning is the responsibility of the City.
27. Avaap will lead Integration Testing with at least 2 City resources assisting with testing and test case creation. During test cycles, Avaap resources are responsible for issue triage and issue resolution.
28. Avaap will support City-led User Acceptance Testing (UAT) and will provide guidance and advisory services regarding overall test strategy and UAT test cases. During test cycles, Avaap resources are responsible for issue triage and issue resolution.
29. The City is responsible for training all UAT participants such that they can complete their assigned testing duties.
30. Most non-technical knowledge transfer will occur during UAT in the test phase. Avaap will be responsible for executing knowledge transfer to enable application support hand-off to City resources.
31. The City will organize logistics for all required workshops (e.g. location, meeting rooms, internet access, projector, whiteboards, flipcharts, etc.) and coordinate City resource attendance.
32. Milestones and deliverable dates will be established by the City and Avaap director in the project plan and all efforts will be made by both parties to preserve milestones.
33. The City will make Avaap aware of any other projects and risks (current and future) which may affect Avaap's ability to meet the timelines in the project plan.

34. The City will make Avaap aware of any blackout dates, holidays and resource absences which may affect Avaap's ability to meet the timelines in the project plan.

35. Infor product defects identified by Avaap or the City will be submitted by Avaap to Infor support who will be responsible to resolve them. Avaap will also manage the status of tickets on the City's behalf. Avaap is not responsible for addressing Infor product defects that require resolution by Infor developers, nor is Avaap responsible for Infor resolution time. The City will support Avaap in escalations to Infor, as required. Any effort to apply Infor patches and regression test functionality that is a material impact to the estimates provided within this SOW will be subject to the Project Management Change Process.

36. Client will appoint Steering Committee members that will meet as needed, but not less than monthly, to review Project progress and discuss/resolve issues related to the Project. Role and decision making structure need to be defined consistent with the client's project org structure.

37. Client will provide subject matter experts (SMEs) from the necessary business areas at the proper phase of the project to provide input to Avaap's functional resources to assist with business processes, specific rules and regulations, and testing of the system including integration with existing modules.

38. Configuration of one (1) External Job Board with all client Logos, colors, fonts, text, etc.

Workforce Management (WFM) Assumptions

1. Infor application specific assumptions:
   a. Infor WFM 6.1 modules as follows:

      i. Workforce Platform - Employee Transaction Manager
      ii. Workforce Platform - Form Builder/Workflow Editor
      iii. Workforce Platform - Workmail for Corporate Messaging
      iv. Workforce Time & Attendance - Time & Attendance
      v. Workforce Time & Attendance - Balances and Accruals
      vi. Workforce Performance - Workforce Performance Premium Suite
      vii. Workforce Language Pack - Spanish (Latin American)
      viii. Workforce Platform - Interface APIs HR Platform Interface
      ix. Workforce Platform - Interface APIs Email (Outlook, Notes, or SMTP)
      x. Workforce Platform - Interface APIs Payroll
      xi. Workforce Platform - Interface APIs Standard Import/Export

   a. Employee Types are as follows:
      i. Salaried (exempt) – Up to 60 employees, who will access Infor via Web, for the purpose of approving time and/or entering PTO to their timesheet.
      ii. Hourly (non-exempt) – Up to 1600 employees, who will access Infor via Web/ETM, will punch to record time via data entry and primary Infor WFM activities will include: record on/off punches, report time off, check accrual balances and view schedules.
   b. Infor WFM configuration includes:
      i. Up to 4 calculation Groups
         1. Infor pre-configured pay rules will be leveraged for majority of pay rules, including 40 hour weekly OT.
         2. Part Time workers follow the same rules as Full Time workers but with reduced schedules
         3. Up to 9 custom Pay Rules (3 per union group)
      ii. Up to 10 Accrual Policies (3 per union, 1 for salaried employees)
      iii. Up to 4 Security Groups
      iv. Up to 3 Balances (Vacation, Sick and Comp Time)

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c. Infor WFM interfaces include:
    i. Employee Import Interface using standard integration between Lawson and Infor WFM
    ii. Payroll Export Interface using standard integration between Lawson and Infor WFM
    iii. Telestaff Schedule Import Interface
        1. Schedule Import interface format will comply with the core Infor WFM Schedule Import
        2. Schedule Import will be loaded one time for the upcoming work week
        3. No updates will be made via the interface to schedules in Infor WFM. All updates will be maintained manually between the 2 systems after the schedule is published to Infor WFM via the interface.
        4. No interface will be exported to Telestaff with time off information or changes made to schedules within Infor WFM
d. All interfaces will conform to the standard format that Infor WFM requires without customization within Infor WFM
e. No custom reports will be created
f. Time-off Request interaction for will not be implemented.
    i. Salaried users will continue to use the existing approval process and manually enter paid time off (PTO) into their own timesheets
    ii. Hourly users will continue to use the existing approval process, upon approval the supervisor or time administrator will enter the PTO to timesheet
g. The approval hierarchy (detailing who can approve which employee's timesheets) will be created and maintained by the City. Avaap will perform a onetime load to create the hierarchy in Infor WFM.
h. Historical data will not be converted into Infor WFM
i. Initial loads for all Accrual Balances will be done manually by the City
j. Any additional translations that are missing from the core language pack or are required because of customized content in the application will be provided by City and applied to the system by Avaap.

2. The City will provide copies of all union contracts related to the implementation before the start of the project.
3. Delays encountered as a result of issues or events within the City's control that impact project timelines and therefore project cost will be documented by Avaap via a formal change request form for approval by the City. These delays may include, but are not limited to, requirements changes, lack of timely decision-making by the City, insufficient participation by City project team members and/or delays in project deliverables from internal or external parties (e.g. vendor delays, environment setup delays, etc..).
4. The English and Spanish are in scope for the Infor WFM implementation, however no translation of project documentation, training material, etc. into any other language is in scope for Avaap.
    a. Spanish translations of the application will be applied as-is based on the Infor Spanish Language pack. Only the clocking screen on the ETM will be reviewed and updates to ensure that translations are accurate.
    b. City will provide any additional Spanish translations required on the ETM screen.
5. If the decision is made to use hardware clocks, City resources will be responsible for clock device deployment in all applicable locations.
6. Clocks (including Sundial clocks) will be integrated by the City (or its contractors), including any clock configuration, interfaces and testing.

7. If hardware clocks are used, employee badge number or other employee identification information will be part of the Employee Import from HR or it will be keyed into Infor WFM manually by the City as part of the new employee onboarding process.
8. The City will execute interface and configuration migrations and software installation in accordance with the project plan as directed by Avaap and will be responsible for specifying and enforcing standards used for the project's build and migration process.
9. The City will be responsible for all non-WFM systems interface extracts and/or loads, including design, development, testing, and deployment.
10. City resources will have the necessary expertise to complete assigned tasks in accordance with the project schedule, including Infor WFM product knowledge where applicable.
11. Avaap will conduct all Infor WGM configuration and unit testing for modules in scope
12. Avaap will provide production support for 1 full pay periods (2 weeks) following the Go-Live cutover to the new Infor WFM system.

avaap

Signature Page

IN WITNESS WHEREOF, the parties hereto each acting under due and proper authority has executed this Statement of Work as of the date written below.

FOR City of Hialeah, FL

BY: _____
Authorized Signature

Print Name: Carlos Hernandez

Title: Mayor

Date: 5/28/2014

ATTEST: _____
MARBELYS FATJO
Acting City Clerk

FOR Avaap USA Inc.

BY: _____
Authorized Signature

Print Name: Dhiraj Shah

Title: President & CEO

Date: 6/3/2014

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ORDER FORM

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the Software License Agreement between **Infor Public Sector, Inc.**, ("Infor") and **City of Hialeah** ("Licensee") with an effective date of **May 15, 1997** (the "License Agreement"). As it relates to Support for the Component Systems, this Order Form is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is the subject of a separate Support agreement related to the License Agreement, the terms of such Support Agreement (the "Support Agreement"). The License Agreement and related Support Agreement (if any) are referred to herein as the "Agreement". All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreement. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Component Systems" means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs); "Support" means Infor's current standard maintenance and support services (and may be referred to in the Agreement as Maintenance and/or Support, Annual Support, Support Services, On-Going Support or One Point Support); "Order Form" means a mutually agreed upon ordering document (and may be referred to in the Agreement as Product Order Form, Addendum, Schedule, Supplement or Supplemental Schedule); "User Restriction" means the license restriction applicable to the Component System (which may also be referred to as Maximum Use Designation) in addition to any license restrictions in the Agreement; "Annual Escalation Percentage Cap" means the maximum percentage increase in the annual Support Fee on an annual basis; In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party (a "Third Party Licensor") may also be referred to in the Agreement as "Additional Software" or "Third Party Software".

Effective date of this Order Form: **May 30, 2014** (the "Order Form Date")

I. Component Systems

Newly Licensed Component Systems:

	Part # (if applicable)	Component System	User Restriction* Quantity Type	Support level**
1	WFM-WP-EMPTRMGR	Workforce Platform - Employee Transaction Manager	1600 EU	XTP
2	WFM-WP-FORMBUILD	Workforce Platform - Form Builder/Workflow Editor	1600 EU	XTP
3	WFM-WP-WKMAIL	Workforce Platform - Workmail for Corporate Messaging	1600 EU	XTP
4	WFM-TA-TIMEATT	Workforce Time & Attendance - Time & Attendance	1600 EU	XTP
5	WFM-TA-BALACC	Workforce Time & Attendance - Balances and Accruals	1600 EU	XTP
6	WFM-WA-ATMGT	Workforce Absence - Attendance Management	1600 EU	XTP
7	WFM-WP-PRM	Workforce Performance - Workforce Performance Premium Suite	1 ET	XTP
8	WFM-LP-SPLA	Workforce Language Pack - Spanish (Latin American)	1 ET	XTP
9	WFM-WP-IAPI-HR	Workforce Platform - Interface APIs HR Platform Interface	1 ET	XTP
10	WFM-WP-IAPI-EMAIL	Workforce Platform - Interface APIs Email (Outlook, Notes, or SMTP)	1 ET	XTP
11	WFM-WP-IAPI-PAY	Workforce Platform - Interface APIs Payroll	1 ET	XTP
12	WFM-WP-IAPI-IMEX	Workforce Platform - Interface APIs Standard Import/Export	1 ET	XTP
13	BPP-PAL	Infor Process Automation	12 CPUCORE	XTP
14	TAM-LGHRP	Global Human Resources	3400 US	XTP
15	TAM-LTACQP	Talent Acquisition	1600 US	XTP
16	TAM-LCPAP	Compensation Planning and Awarding	1600 US	XTP
17	TAM-LGOALP	Goal Management	1600 US	XTP
18	TAM-LPERFP	Performance Management	1600 US	XTP
19	TAM-LLADP	Learning and Development	1600 US	XTP
20	TAM-LSMGTP	Succession Management	1600 US	XTP
21	TAM-LGHPUS	Talent Mgmt Lang Pack US Eng (en-US)	1 ET	XTP
22	TAM-LGHRES	Talent Mgmt Lang Pack Spanish (es-MX)	1 ET	XTP
23	TAM-MOBMGR	Infor Talent Manager	1600 NU	XTP
24	HRM-LTHRMP	Human Resource Management for Talent Management	3400 US	XTP
25	HRM-LTMPRP	North American Payroll for Talent Management	3400 US	XTP
26	HRM-LTSHRP	Employee & Manager for Talent Management	3400 NU	XTP

27	BPP-MNXCPU	Micro Focus NetExpress Application Runtime Unlimited (PRODUCTION)	2	CPUCORE	XTP
28	BPP-LMRK	Landmark Technology Runtime	12	CPUCORE	XTP
29	BPP-NOTIFY	Infor Notifications	1	NU	XTP
30	BPP-MOBILA	Infor Landmark Administrator	1	NU	XTP

Total License Fee: $302,150.00

*If specified in the User Restriction field:

- EU - "End User" means Licensee's current (i.e. non-terminated) full-time, part-time, or seasonal employees, consultants or contractors who either (i) use the Component System directly or (ii) whose records, schedules, or related data are processed by the Component System.
- ET - "Enterprise" - allows unlimited use of the Component System within the licensed business entity.
- US – "User" - Allows access to the Component System up to the stated maximum number of individual users; Each separate log-on accessing the Component System will be counted as a separate user.
- EM – "Employee" - A license is required for each active and inactive employee managed by the application.
- NU - "Named Users" Allows access to the Component System up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Component Systems at a given point in time; The Licensee agrees to assign to each Named User a unique identification profile, it being agreed that to the extent Licensee uses generic user profiles as a means to access the Component System, each separate log-on accessing the Component System will be counted as a separate user.
- CPUCORE – "CPU Cores" - Quantity represents the maximum number of Central Processing Unit Cores ("CPU Cores") visible to the operating system or utilized by the Component System at peak times. All CPU Cores utilized must be licensed.

**If specified in the Support Level field: "XTP" means Xtreme Premium Support. Descriptions of the then current support plans for Infor, can be found at: http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/

II. Support Services

Additional Annual Support Fee: $66,473.00

Annual Escalation Percentage Cap: 0% for a period of two (2) years from the Order Form Date, 3% for the period two (2) years from Order Form Date through five (5) years from Order Form Date; thereafter 6% or the then current year over year increase in the Consumer Price Index (CPI-U), whichever is greater.

Initial Term of Support: May 30, 2014 through November 1, 2015

Fee for Initial Term of Support: $94,883.38

Total Amount Due (before applicable taxes): $397,033.38

All Amounts are in US Dollars unless otherwise specified.

Currency: United States Dollars

Payment Terms:
Payment is due within 15 days of Order Form Date.

Equipment (on which Component Systems will be installed):

Computer Platform	_____	Model:	_____
Operating System	**WIN**	DBMS:	_____
Location:	**Same as Delivery**		

Serial Number: _____

Licensee Account ID: __140__

GL ID: __US06A__

Account Executive Name: __Carlos Sio/__
__Bob Digennaro__

infor

Delivery Address:	City of Hialeah 501 Palm Avenue Hialeah, FL 33010	**Invoice Address:** **(if blank, the Delivery Address shall be used for Invoicing):**	Same as Delivery
Contact Name:	Ricardo Suarez	Contact Name:	
Contact Title:		Contact Title:	
Contact Phone:	(305) 883-8051	Contact Phone:	
Contact email:	RSuarez@hialeahfl.gov	Contact email:	

Delivery is FOB Shipping Point.

Financing Company:	EverBank Commercial Finance, Inc. 10 Waterview Boulevard Parsippany, NJ 07054
Contact Name:	Christine Scaglione
Contact Title:	
Contact Phone:	(973) 576-0516
Contact email:	Christine.scaglione@bizleasecetner.com

Licensee confirms that the Financing Company shall pay on Licensee's behalf the Total Amount Due specified above and directs Infor to issue an invoice to the Financing Company for such payment. Licensee confirms that it shall remain responsible for all fees due hereunder and agrees that if the Financing Company does not remit full payment of the Total Amount Due within 15 days of the date of invoice, the Licensee shall remit full payment of such amount to Infor without delay. Failure of the Financing Company to pay all, or any portion of the Total Amount Due in no way relieves Licensee of its obligation to pay all amounts due. Invoices for all applicable taxes and Support Fees due for any renewal period of Support shall be sent directly to Licensee and shall be paid by Licensee within fifteen (15) days of the date of invoice.

Additional Terms

The following terms apply to any Third Party Products licensed under the Order Form.

1. Licensee may not copy or modify Third Party Products or related Documentation. Licensee may only use Third Party Products in accordance with related Documentation and solely in conjunction with the Component Systems.
2. The Third Party Licensor is a third-party beneficiary to the Agreement with respect to its Third Party Products. In the event of unauthorized use, export or disclosure of a Third Party Product in breach of the Agreement, the Third Party Licensor and Infor shall be entitled to an injunction against such breach, in addition to any other legal or equitable remedies that may be available to them.

No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties.

Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).

For U.S. Government entities, the following restricted rights clause applies: This Component System is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(l) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this Component System only with those rights set forth in the license agreement accompanying this Component System. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement.

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By signing this Order Form, Licensee represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.
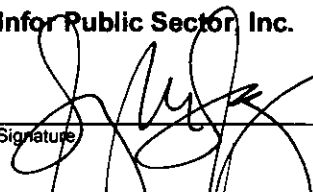
Mobile Software Supplement

The Mobile Software Supplement attached hereto and incorporated herein (the "Mobile Supplement"), sets forth additional terms and conditions applicable to Licensee's access to and use of the Mobile Software described in this Order Form. The terms of the Agreement are hereby amended by the Mobile Supplement as it relates to the Mobile Software. In the event of a conflict between the terms and conditions of the Agreement and the provisions of the Mobile Supplement, the provisions of the Mobile Supplement shall govern and control.

Licensee's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services Licensee may choose to purchase from Infor contemporaneously with this Order Form or in the future.
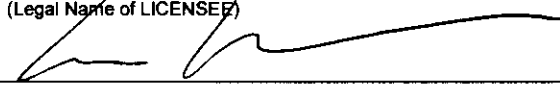
THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

For: **Infor Public Sector, Inc.**

Signature

Typed or Printed Name **Gregory M. Giangiordano**
SVP & General Counsel 28 MAY 2014

Title   Date

For: **City of Hialeah**
(Legal Name of LICENSEE)

Signature

Carlos Hernandez
Typed or Printed Name

Mayor   5/28/2014

Title   Date

ATTEST: _____
MARBELYS FATJO
Acting City Clerk

infor

MOBILE SUPPLEMENT

In connection with Licensee's license to the Mobile Software (the "Mobile Application") as specified in the Order Form to which this Mobile Supplement ("Supplement") is attached, Licensee may use certain Infor-licensed Software (the "Software") on the Mobile Application through certain Apple or Android devices. The Mobile Application may be used on either an Apple device or an Android device, as specified by Apple or Google. If Licensee elects to use the Mobile Application on an Apple device, the Mobile Application is separately distributed exclusively by Apple through the App Store pursuant to the Apple Terms of Use. If Licensee elects to use the Mobile Application on an Android device, the Mobile Application is separately distributed exclusively by Google through Google Play pursuant to the Google Terms of Service. In order to use the Mobile Application on an Apple device, Licensee Users must separately agree to the Apple Terms of Use prior to downloading the Mobile Application, and in order to use the Mobile Application on an Android device, Licensee users must separately agree to the Google Terms of Service. If Licensee Users do not agree to these separate terms, then use of the Mobile Application will not be permitted on the respective Apple-supported or Google-supported device. At the time of download of the Mobile Application from the App Store or Google Play, as applicable, Licensee Users will be prompted to agree to either the Apple Terms of Use or the Google Terms of Service by checking a box displayed at the end of these terms or by clicking an "Agree" or similar button where this option is provided, or Licensee Users will be deemed to have accepted such terms by using the Mobile Application. Notwithstanding the foregoing, the Agreement to which this Supplement is attached is deemed amended by this Supplement with respect to the Mobile Application, as provided for below and as otherwise set forth in the Apple Terms of Use or the Google Terms of Service, as applicable. Any conflict between the terms of the Agreement and the terms of this Supplement will be resolved in favor of this Supplement.

1. <u>Additional Definitions</u>.

    "Apple" refers to Apple, Inc. and its majority-owned affiliates.

    "Apple Terms of Use" refers to the then-current additional terms and conditions of Apple (including the App Store Terms of Service and Apple Usage Rules set forth in the Apple App Store) and the EULA that Licensee Users must accept and agree to prior to using the Mobile Application on an Apple device.

    "App Store" means the electronic store branded, owned and/or controlled by Apple.

    "INFOR" refers to the INFOR contracting entity set forth in the Agreement, for and on behalf of itself and its subsidiaries and affiliates, including Infor (US), Inc.

    "EULA" means additional terms of use of INFOR applicable to the Mobile Application that Licensee Users must accept and agree to prior to use of the Mobile Application. Neither Apple nor Google is a party to the EULA.

    "Google" refers to Google Inc.

    "Google Play" means the electronic store branded, owned and/or controlled by Google.

    "Google Terms of Service" refers to the then-current additional terms and conditions of Google (including the Google Play Terms of Service) and the EULA that Licensee Users must accept and agree to prior to using the Mobile Application on an Android device.

    "Licensee Users" refers to the individuals affiliated with and authorized by Licensee to use the Mobile Application in connection with the Software, subject to the Agreement, including the applicable User Restrictions set forth in the Order Form, and to agree to the Apple Terms of Use or the Google Terms of Service, as applicable.

2. <u>Supported Devices</u>. The Mobile Application supports certain Apple and Android mobile devices, and data networks such as 3G, EDGE and WiFi, and enables Licensee Users to access the Software through such Apple and Android mobile devices. Notwithstanding the foregoing, INFOR shall have no obligation to offer technical support (including without limitation any wireless network connectivity support) in connection with any Apple or Android mobile device and shall have no liability with respect to the compatibility or performance of any Apple or Android mobile device in connection with the Mobile Application or the Software.

3. <u>License</u>. Subject to the terms and conditions of the Agreement (including any applicable User Restrictions set forth in the Order Form), and the Apple Terms of Use and the Google Terms of Service, INFOR grants Licensee a non-exclusive, non-transferable, non-sublicensable, revocable license to run the Mobile Application on designated Apple or Android mobile devices owned or controlled by Licensee, solely for Licensee Users to access the Software for Licensee's own internal computing operations. Each Licensee User may use the Mobile Application only on a

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5. Warranty. THE MOBILE APPLICATION IS LICENSED "AS IS," WITHOUT ANY WARRANTY WHATSOEVER. INFOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE MOBILE APPLICATION, IN WHOLE OR IN PART, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT. INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. INFOR EXPRESSLY DOES NOT WARRANT THAT THE MOBILE APPLICATION, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION, OR WILL MEET LICENSEE'S OR LICENSEE USERS' REQUIREMENTS. LICENSEE AND LICENSEE USERS ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THE MOBILE APPLICATION, INCLUDING WITHOUT LIMITATION RISKS RELATING TO QUALITY, AVAILABILITY, PERFORMANCE, DATA LOSS, SECURITY AND USE IN A PRODUCTION ENVIRONMENT. LICENSEE AND LICENSEE USERS EXPRESSLY ACKNOWLEDGE AND AGREE THAT AVAILABILITY OF THE MOBILE APPLICATION IS SUBJECT TO APPLE'S SOLE DISCRETION AS THE OPERATOR OF THE APPLE APP STORE, AND GOOGLE'S SOLE DISCRETION AS THE OPERATOR OF THE GOOGLE PLAY STORE (AS APPLICABLE) AND INFOR RESERVES THE RIGHT TO CHANGE, SUSPEND, LIMIT, REMOVE OR DISABLE ACCESS TO THE MOBILE APPLICATION AND ITS FEATURES AND FUNCTIONS AT ANY TIME WITHOUT NOTICE. NEITHER APPLE NOR GOOGLE HAS ANY WARRANTY OBLIGATION WITH RESPECT TO THE SOFTWARE AND THE MOBILE APPLICATION.

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9. <u>Support</u>. INFOR does not offer support for the Mobile Application other than provision of updates, patches, bug fixes and new versions of the Mobile Application via the Apple App Store or Google Play, to be determined in INFOR's sole discretion. Neither Apple nor Google has any obligation to provide maintenance and support for the Mobile Application.

10. <u>Term and Termination</u>. INFOR may terminate the EULA and use of the Mobile Application by Licensee and Licensee Users if Licensee or any Licensee User fails to comply with any terms of this Agreement or the Apple Terms of Use or the Google Terms of Service, as applicable. As applicable, the EULA will terminate automatically upon the termination of the Agreement or upon termination of any Licensee User's affiliation with or authorized use by Licensee. Apple or Google (as applicable) and INFOR may terminate access to and/or use of the Mobile Application by Licensee and Licensee Users at any time. Upon termination of the Agreement or the Apple Terms of Use or the Google Terms of Service (as applicable), in whole or in part, Licensee and each Licensee User will discontinue further use of the Mobile Application and delete all copies of the Mobile Application on the applicable Apple or Android mobile devices.

11. <u>Third Party Product License Terms</u>. Licensee and Licensee Users will comply with applicable third party terms of any third party agreement when using the Mobile Application.

12. <u>Miscellaneous</u>. Licensee acknowledges and agrees that this Supplement, as subject to the Agreement, is between INFOR and Licensee, for itself and on behalf of Licensee Users, and that neither Apple nor Google is a party to the Agreement or the EULA; (b) INFOR is solely responsible for the Software, Mobile Application and the INFOR-provided content thereof; (c) Apple and Apple subsidiaries are third party beneficiaries of the Apple Terms of Use, and Google and Google subsidiaries are third party beneficiaries of the Google Terms of Service; (d) Apple has the right (and will be deemed to have accepted the right) to enforce the terms of this Supplement and the Apple Terms of Use against Licensee and Licensee Users as a third party beneficiary thereof but only if Licensee has accepted these terms and/or each Licensee User has accepted the Apple Terms of Use as outlined above, and Google has the right (and will be deemed to have accepted the right) to enforce the terms of this Supplement and the Google Terms of Service against Licensee and Licensee Users as a third party beneficiary thereof but only if Licensee has accepted these terms and/or each Licensee User has accepted the Google Terms of Service as outlined above. INFOR's failure to enforce its rights with respect to any breach of this Supplement or the EULA will not act as a waiver of the right of INFOR to later enforce any such rights or to enforce any other breach. Licensee will ensure compliance by Licensee Users and fully indemnify and hold harmless INFOR for any breach by Licensee Users of the terms of the Agreement and the Apple Terms of Use and the Google Terms of Service, as applicable.

13. <u>Changes</u>. Apple may at any time modify the Apple Terms of Use and Google may at any time modify the Google Terms of Service, and Apple and Google may each impose new or additional terms and conditions on INFOR, Licensee and

Licensee Users relating to the Mobile Application. Any such changes will be effective immediately and be deemed incorporated into this Supplement and the Apple Terms of Use and the Google Terms of Service, as applicable. Continued use of the Mobile Application by Licensee and Licensee Users will constitute acceptance of these changes.

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infor

ORDER FORM

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the Software License Agreement between Infor Public Sector, Inc. ("Infor") and City of Hialeah ("Licensee") with an effective date of May 15, 1997 (the "License Agreement"). As it relates to Support for the Component Systems, this Order Form is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is the subject of a separate Support agreement related to the License Agreement, the terms of such Support Agreement (the "Support Agreement"). The License Agreement and related Support Agreement (if any) are referred to herein as the "Agreement". All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreement. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Component Systems" means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs); "Support" means Infor's current standard maintenance and support services (and may be referred to in the Agreement as Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support); "Order Form" means a mutually agreed upon ordering document (and may be referred to in the Agreement as Schedule, Supplement or Supplemental Schedule); "User Restriction" means the license restriction applicable to the Component System in addition to any license restrictions in the Agreement; "Annual Escalation Percentage Cap" means the maximum percentage increase in the annual Support Fee on an annual basis. In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party may also be referred to in the Agreement as "Additional Software" or "Third Party Software".

Effective date of this Order Form: May 30, 2014 (the "Order Form Date")

I. Component Systems

Newly licensed Component System:

	Part # (if applicable)	Component System	User Restriction* Quantity Type	Support level***
1	ESR-EATE-USP	ALLTAX® Taxing Program - Partial US** – Florida	4,999 PAY	XTP
			Total License Fee: $8,980.00	

* If specified in the User Restriction field:
- PAY = "Payee" is defined as any unique individual whose payments are processed by Licensee in the ALLTAX® Taxing System, regardless of frequency of payment or the event of taxes being withheld.

**The Partial United States System includes federal income tax, FICA, EIC, federal corporate unemployment and, for each state indicated in the Component System table above, state withholding, unique local taxes (city and county), state corporate unemployment, employee-paid unemployment, and disability withholding.

***Support Level: Infor Xtreme ("XT") Support unless otherwise indicated. Descriptions of the Support levels can be found at http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/.
If Applicable, "XTP" = Infor Xtreme Premium (24x7) and "XTE"= Infor Xtreme Elite (24x7) Plus

II. Support Services

Additional Annual Support Fee: $1,975.60

Annual Escalation Percentage Cap: 0% for a period of two (2) years from the Order Form Date, 3% for the period two (2) years from Order Form Date through five (5) years from Order Form Date; thereafter 6% or the then current year over year increase in the Consumer Price Index (CPI-U), whichever is greater.

Initial Term of Support: May 30, 2014 through November 1, 2015

	$2,819.97
Fee for Initial Term of Support:	
Other Fees:	**N/A**
Total Amount Due (before applicable taxes):	**$11,799.97**

Payment is due within 15 days of Order Form Date.
All amounts are in US Dollars unless otherwise specified.

Currency: **United States Dollars**

Equipment (on which Component Systems will be installed):		**Licensee Account ID:**	**140**
Computer Platform	Model:		
Operating System	DBMS:		
Location:	City of Hialeah 501 Palm Avenue Hialeah, FL 33010	**Infor GL ID:**	**US06A**
Serial Number:		**Sales Rep Name:**	**Tony Johnson**

Delivery Address:	City of Hialeah 501 Palm Avenue Hialeah, FL 33010	**Invoice Address: (if blank, the Delivery Address shall be used for Invoicing):**	City of Hialeah 501 Palm Avenue Hialeah, FL 33010
- Contact Name:	Ricardo Suarez	- Contact Name:	Ricardo Suarez
- Contact Phone	(305) 883-8051	- Contact Phone	(305) 883-8051
- Contact email	RSuarez@hialeahfl.gov	- Contact email	RSuarez@hialeahfl.gov

Financing Company:	EverBank Commercial Finance, Inc. 10 Waterview Boulevard Parsippany, NJ 07054
Contact Name:	Christine Scaglione
Contact Title:	
Contact Phone:	(973) 576-0516
Contact email:	Christine.scaglione@bizleasecetner.com

Licensee confirms that the Financing Company shall pay on Licensee's behalf the Total Amount Due specified above and directs Infor to issue an invoice to the Financing Company for such payment. Licensee confirms that it shall remain responsible for all fees due hereunder and agrees that if the Financing Company does not remit full payment of the Total Amount Due within 15 days of the date of invoice, the Licensee shall remit full payment of such amount to Infor without delay. Failure of the Financing Company to pay all, or any portion of the Total Amount Due in no way relieves Licensee of its obligation to pay all amounts due. Invoices for all applicable taxes and Support Fees due for any renewal period of Support shall be sent directly to Licensee and shall be paid by Licensee within fifteen (15) days of the date of invoice.
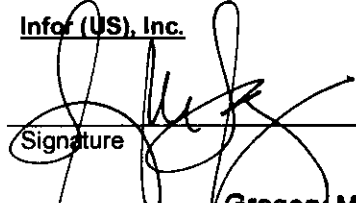
III. Additional Terms:

Delivery is FOB Shipping Point.

Licensee's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services Licensee may choose to purchase from Infor contemporaneously with this Order Form or in the future.

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.
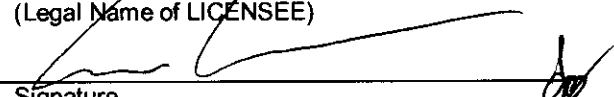
For **Infor (US), Inc.**

_____
Signature

_____
Typed or Printed Name   Gregory M. Giangiordano
SVP & General Counsel

_____
Title   Date   28 MAY 2014

For **City of Hialeah**
(Legal Name of LICENSEE)

_____
Signature

Mayor Carlos Hernandez
_____
Typed or Printed Name

_____
Title   Date   5/28/2014

ATTEST: _____

MARBELYS FATJO
Acting City Clerk